

# **EXHIBIT 1**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

_____	)	
CASHMAN DREDGING AND	)	
MARINE CONTRACTING CO., LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. _____
	)	
FRANK BELESIMO	)	
and	)	
CALLAN MARINE, LTD,	)	
	)	
Defendants.	)	
_____	)	

**AFFIDAVIT OF DALE PYATT**

I, Dale Pyatt, hereby depose and state:

1. I am one of two managers of the Massachusetts limited liability company Cashman Dredging and Marine Contracting Co., LLC ("CDMC"). CDMC provides dredging services along the East Coast, Gulf Coast, and in the Caribbean Basin, specializing in the areas of navigation, beach renourishment, environmental dredging and coastal resiliency. It also specializes in a wide range of marine contracting services including pier construction, jetty and revetment construction, and bulkhead construction.
2. CDMC is one of a family of Cashman companies including Jay Cashman, Inc., Preload Cryogenics, LLC, Preload International, Preload Middle East, Sterling Equipment, Inc., Patriot Renewables and IPC Lydon, LLC (collectively, the "Cashman Companies").
3. CDMC operates a variety of specialized dredges and attendant plant to maintain its strategic advantage in the highly competitive dredging industry. Determining equipment

operating costs, dredge production rates, and historical company performance is necessary to successfully bid on and perform dredging projects.

4. I have worked with Frank Belesimo ("Belesimo") since CDMC hired him in 2007 as CDMC's Vice President. Upon hiring Belesimo, his job responsibilities included, bid estimating, project management and engineering for CDMC's projects. Eventually, Belesimo was promoted to Executive Vice President in or about 2010. Belesimo is a co-inventor with Jay Cashman, CDMC's founder and the co-manager of CDMC, and others on a number of dredge related patent applications.

5. In December 2019, the decision was made to pass Belesimo over for the position of Chief Operating Officer ("COO") at CDMC in favor of Steve Tobin. Thereafter, Belesimo consistently expressed his unhappiness at CDMC. However, in recognition of Belesimo's talents and value to CDMC, at the time Steve Tobin was made COO, Belesimo was made President of the hopper dredge division of CDMC.

6. Thereafter, as Belesimo's unhappiness continued, when I asked Belesimo why he was unhappy at CDMC, he stated that he was unhappy because he believed that he was no longer in the inner circle of decision makers at CDMC. In a further effort to address Belesimo's unhappiness and again to try to take full advantage of his engineering expertise, Jay Cashman placed Belesimo in charge of CDMC's project to develop the design and, ultimately, to construct a new hopper dredge (the "Project"). This Project is one of, if not the, largest internal undertaking in the Cashman Companies' history. There are very few private hopper dredges operating in the United States and this Project is a key strategic undertaking in maintaining CDMC's competitiveness in the dredging industry.

7. The first step of the Project, the concept process, required Belesimo to lead a team of CDMC employees to conduct a market survey to determine what dredge performance characteristics were most in demand in the market as well as thoroughly understand market size, market capacity, and historic utilization and capability of existing hopper dredges in the market. To undertake this market survey, Belesimo and the CDMC team, over many months and thousands of work-hours, submitted between 300 and 400 Freedom of Information Act requests to the United States Army Corps of Engineers concerning hundreds of dredging projects and contracts to gather a tremendous amount of data and to glean and to evaluate from that data as well as other data what were the dredge characteristics most often required for the larger, more profitable projects (the “Market Survey Data”). Based on the Market Survey Data and CDMC’s internal know how in determining costs of operations and dredge production rates, CDMC developed hopper dredge specifications addressing, among other vessel criteria, capacity, speed, and on board power requirements, (the “Specifications”). The Specifications were developed for design and construction of a shallow draft hopper dredge that CDMC determined strategically met the needs of the current and forecasted marketplace.

8. The second step of the Project consists of the design and construction of the new shallow draft hopper dredge based on the Specifications. It is expected that when completed that this project will cost CDMC as much as one hundred million dollars (\$100,000,000.00).

9. In order to design this new hopper dredge, CDMC entered into a design agreement with IHC America Inc. (“IHC”) to design the new dredge based on the Market Survey and CDMC expertise driven Specifications. Belesimo executed the agreement with IHC as CDMC’s Executive Vice President on December 17, 2020 (the “IHC Agreement”).

10. After conducting Belesimo's annual review meeting with him, Jay Cashman told me that he had become concerned about Belesimo's commitment to CDMC and he instructed me to have a computer forensics firm make a backup copy of all of Belesimo's work files on his CDMC electronic devices. That computer forensics firm also advised us to place certain monitoring software on Belesimo's CDMC computer which we instructed them to do.

11. Throughout 2020 and until his departure on July 14, 2021, I was aware of and observed that Belesimo continued to be unhappy at CDMC. However, for most of that time, he continued to perform his engineering duties and continued to be CDMC's primary interface with IHC on the Project. During this time, Belesimo also continued to do bid estimating and other tasks for CDMC.

12. As part of Belesimo's bid estimating responsibilities, Belesimo worked along with CDMC's employees and had access to CDMC's proprietary and confidential information, including among other things, costs, equipment specifications and capabilities, dredge pumping and hydraulic flow data, subcontractor relationships and customer relationships, historical project performance data, dredge production rates, operating costs, vessel schematics, and historic profit margins (the "Bid Estimating Data").

13. On behalf of CDMC, Belesimo had considerable involvement in the bid estimating process, including collecting and reviewing the Bid Estimating Data to prepare responses to requests for proposal and other project bidding submissions for CDMC. The confidential Bid Estimating Data is crucial to CDMC maintaining its competitiveness to win future projects in the dredging industry.

14. While Belesimo was employed by CDMC, Belesimo was entrusted with access to and use of for purposes of his work for CDMC, CDMC's confidential and proprietary

information concerning, including but not limited to CDMC's (i) Bid Estimating Data (ii) the Market Survey Data, (iii) the Specifications and (iv) the IHC design documents for the new shallow draft hopper dredge (the "Trade Secrets").

15. The Trade Secrets are a substantial part of CDMC's enterprise value. Prior to the theft of the Trade Secrets, CDMC had an enterprise value of approximately one hundred and seventy million dollars (\$170,000,000). Belesimo's theft of CDMC's Trade Secrets has substantially diminished CDMC's enterprise value and stolen that value for himself and his new employer, Callan Marine.

16. On July 14, 2021, I was in a meeting with Belesimo and CDMC's COO Steve Tobin and others. During that meeting, Belesimo suddenly looked at his phone, stood up to announce that he had to leave the meeting and abruptly left the room.

17. Toward the end of that day, I was contacted by Jay Cashman and he told me that Belesimo was leaving CDMC to join Callan Marine. Jay Cashman further told me that Belesimo's departure was a friendly departure and that there were no hard feelings. Jay Cashman instructed me to meet with Belesimo to oversee his orderly departure from the company that day and to remind Belesimo that he is not to take any of CDMC's information, data, designs or files.

18. Thereafter I met with Belesimo. I stated that I had been informed by Jay Cashman that he was leaving. We discussed when he would be moving his family to Galveston, Texas (where Callan Marine is located) and he responded that his family would be staying in Easton, Massachusetts so that one of his children could finish her senior year of high school there. I reminded Belesimo that he could not take any of CDMC's information, data, designs or files. He responded that he would never do that and that the only computer files that he claimed

that he had taken were personal photographs that he had saved on his CDMC laptop and his master's thesis. Belesimo further requested to take what he described as a collection of stock, public domain photographs which he had assembled over the years, of various dredges. In response, I stated, that if the photographs were publicly available, then he could take them.

19. At this point, I called CDMC's head of information technology, Jordan Rebello ("Rebello"). I instructed Rebello to collect Belesimo's CDMC laptop, iPad and cellphone and to remove Belesimo's ability to access CDMC's network. Rebello then walked to Belesimo's office to collect CDMC's electronic devices and Belesimo and I watched as Rebello removed Belesimo's access to the network.

20. Belesimo is also a party to Preload Cryogenics, LLC's Amended and Restated Limited Liability Company Operating Agreement ("Preload's OA"). Under the Preload OA, Belesimo is restricted from, among other things, for a period of two years from soliciting the service of any employee or consultant of the Cashman Companies. During conversation with Belesimo at this time, I reminded him that he is restricted from soliciting any employee or consultants of the Cashman Companies to perform services for Callan Marine. Belesimo stated that he did not intend to take anyone with him to Callan Marine.

21. After Rebello completed his work and left Belesimo's office, Belesimo told me he was gathering his personal belonging and departing. I asked Belesimo if he would like to speak with anyone else in the office to announce his departure and Belesimo only asked to speak briefly with one employee, Bill Hussin ("Hussin"). I then left Belesimo's office and observed Belesimo leave CDMC's offices approximately ten minutes later.

22. About an hour and half later, during my drive home that evening, I received a call from Belesimo on his home phone. Belesimo told me that he was looking for the stock

photographs of dredges in the Dropbox files and, in the process he had found drawings related to the Pyatt dredge that he should not have. I did not know to which Dropbox Belesimo was referring and had no idea what he was talking about. I asked him if there was anything else in this Dropbox and Belesimo responded that there were some old bid documents, implying they were insignificant and of no value to CDMC. Belesimo went on to state that since he could get the public domain dredge photographs another way, he had decided to delete the entire contents of the Dropbox. I was concerned by Belesimo's unilateral decision to delete company files without CDMC having had an opportunity to inspect what was in the Dropbox and that Belesimo was not being forthright with regard to the contents of the Dropbox account. At the end of this very strange phone call during which I let Belesimo do almost all of the talking, Belesimo went on to state that "I [Belesimo] don't want you and Jay to ever think that I would steal anything from Cashman. I hope you believe me." I responded that I hoped he was telling the truth.

23. After the brief call was over, I was left very concerned that Belesimo had not been telling the truth and that this phone call was little more than a ruse for Belesimo to abscond with CDMC's information that Belesimo was repeatedly told not to take.

24. In the coming days and weeks, we learned from our outside computer forensics consultant that Belesimo has taken over 30,000 computer files and also attempted to delete over 50,000 files from his CDMC electronic devices.

25. In addition, we learned from the computer forensics firm that Belesimo used numerous undisclosed data storage devices that Belesimo had connected to his CDMC laptop and had accessed confidential and proprietary CDMC Trade Secrets Belesimo did not disclose these data storage devices to CDMC nor did he provide these data storage devices to CDMC when he left CDMC for employment with Callan.




26. Fortunately, due to our concerns over Belesimo's intentions, our computer forensics consultant had previously made copies of the files on his computer and hard drives. In addition, our computer forensics consultant had installed certain monitoring software on the CDMC computer that Belesimo was using so that despite Belesimo's efforts to delete his tracks, our computer forensics consultant has been able to determine over the weeks since Belesimo's departure that Belesimo took CDMC's data, computer files which included computer files and data containing CDMC's Trade Secrets.

27. All of the Cashman Companies, including CDMC, takes very substantial steps to keep its confidential information, including design documents and drawings protected from disclosure to third-parties, including but not limited to: (i) by maintaining this data on password-protected programs and systems; (ii) restricting access to this information to its key employees; and (iii) having clear provisions in its written employee manual that: (a) the Cashman Companies, including CDMC's, information concerning "the Company, its subcontractors, joint venture partners, suppliers, clients and fellow employees . . . " is proprietary and confidential information; (b) prohibiting, as a condition of an employee's continued employment by any of the Cashman Companies, including CDMC, the improper use or disclosure of this proprietary and confidential information; and (c) providing, as a condition of an employee's continued employment by the Cashman Companies, including CDMC, that all employees "must take proper precaution, exercise care, and use good judgment to avoid any breach of privacy, release and/or disclosure of confidential information . . . protect such information and ensure its

appropriate use . . . in responsible exercise of the Company' s business . . .” A true and accurate copy the Cashman Companies' Employee Handbook is appended hereto as **Exhibit A**.

Signed under the pains and penalties of perjury the 25<sup>th</sup> of August, 2021.

  
\_\_\_\_\_  
Dale Pyatt

# **EXHIBIT A**



## EMPLOYEE HANDBOOK



WELCOME TO THE CASHMAN FAMILY!



*Contacts for 2020:*

Human Resources: Ms. Marty Mahoney, Vice President/MMahoney@JayCashman.com

Environmental, Health, Safety, and Quality: Mr. Erik Haruch, Vice President, EHSQ/EHaruch@JayCashman.com

Company Accounting Department: Mr. Neal McSweeney, Controller/NMcSweeney@JayCashman.com

Chief Financial Officer: Mr. Andrew Goldberg, CFO/AGoldberg@JayCashman.com

Chief Legal Counsel: Mr. Bob Popeo, Esq./BPopeo@JayCashman.com

Confidential Reporting Line to report harassment or discrimination: 617.766.3630



*Note: The information in this Handbook is confidential.*

*Note: References to “the Company” refer to Cashman and its Affiliated Companies, which includes but is not limited to: Jay Cashman, Inc.; Cashman Dredging and Marine Contracting Company, LLC; Patriot Renewables; Preload International, Preload Cryogenics and Preload Middle East; Sterling Equipment, Inc.; and IPC Lydon, LLC.*

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## Message from the Chairman and Company Founder

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**W**elcome to the Cashman Family. You will have the opportunity to work with industry experts whose combined skills and ingenuity have been instrumental to our universal success throughout the construction industry for more than 40 years. It is my sincere hope that you will play a role in continuing our success.

We have successfully completed some of the most challenging and complex construction projects over the past several decades, including the largest environmental remediation dredging project in US history. Cashman has grown substantially and expanded our footprint to include renewable energy, power generation, and the design and construction of cryogenic liquid storage tanks. I strongly believe that innovation has been the key to our success and that our ability to take on new ventures is the result of innovative thinking, collectively. I encourage all employees to “think outside the box” and embrace innovative thinking, not only in your own career, but for the advancement of Cashman as a whole.

At Cashman, we cultivate a work environment that promotes communication, teamwork, and quality workmanship, however, our commitment to our shared values of integrity, accountability, safety, and environmental conservation are paramount. In keeping with our uncompromising allegiance to the health, safety, and the wellbeing of our employees, we expect you to maintain the highest standard of ethical behavior, personal integrity, practicality, and professionalism. We expect all employees to work harmoniously with fellow co-workers, colleagues, clients, and the communities in which we work.

In closing, I encourage you to take advantage of the many opportunities for growth and professional development and give your best effort daily in the pursuit of our shared goal to overcome obstacles and **THINK**

**IMPOSSIBLE!**

*Jay M. Cashman*

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Chairman and Founder



## Message from Cashman President and Chief Executive Officer

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**A**s President and CEO, I am pleased to welcome you to Cashman, where you will be part of a team that incessantly strives to be the very best in all that we do. Quality, safety, and professionalism form the foundation of our business. We consider our employees to be our most important asset and the driving force behind our success and continued growth throughout the Americas and abroad.

As a new employee, you will have the opportunity to work on many challenging and multifaceted projects. We encourage you to challenge the status quo and pursue new ideas to improve performance and expand our services. We recognize the importance of individuality and empower all employees to pursue innovative ideas on a daily basis. We are committed to providing the platform and tools you will need to succeed; the rest is up to you!

This Handbook summarizes employee benefits and describes the efforts and behavior expected of a Cashman employee. Please be sure to read and understand the Company policies and procedures that are set forth in this document to ensure your seamless integration into Cashman.

I wish you the very best as you embark in your career with us and look forward to working with you.

*Dale H. Pyatt*

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President and CEO



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<b>Appendix A:</b>	Employee Handbook Receipt and Review of Company Policies/Acknowledgment Form
<b>Appendix B:</b>	Confidentiality, Disclosure, Proprietary Use Policy/Acknowledgment Form
<b>Appendix C:</b>	Drug and Alcohol Testing Policy and Procedures
<b>Appendix D:</b>	Innovation Program
<b>Appendix E:</b>	Corporate Travel Policy



## 1. INTRODUCTION

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Welcome to Cashman! We are very excited to have you come aboard and become an integral part of our organization. As you will see, our culture is based upon equality and teamwork. At Cashman, you will have the opportunity to interact with everyone within the organization including Jay Cashman, Founder & Chairman and Dale Pyatt, President & CEO, both of whom foster an organizational structure with an invisible reporting hierarchy, open lines of communication, and an entrepreneurial, collaborative spirit. Employees are encouraged to share ideas, make suggestions, raise concerns, and contribute on a daily basis.

During your first few weeks with the Company, you will receive information about your role, Company policies and procedures, and ways to get to know and identify key individuals. Please know that we are here to support you and are dedicated to helping you thrive.

The Company has prepared this Employee Handbook to provide you with 1) a general understanding of Company policies and procedures that govern the workplace, and 2) a summation of the Company standards for integrity and professional conduct that you are expected to maintain. It is essential for you to have a clear understanding of the rights, responsibilities, and policies that govern the workplace.

In most cases, your own sense of right and wrong, sound judgment, and commonsense will lead you to the appropriate course of action. However, we recognize that the business environment in which we function can be complex. Because many situations are unique, this Handbook is not intended to provide you with solutions to every issue that may arise, or to address every detail about your employment. It does, however, provide an overview of our Company standards and expectations, and serves as a practical guide as you embark on your career with us. This Handbook is intended to raise your awareness, to provide you with a reference if you are uncertain, and to encourage you to come forward to your Supervisor or Senior Management with any problems you may encounter. You are urged to familiarize yourself with the standards set forth in this Handbook and to follow them closely.

Employment with the Company is at-will, meaning that either you or the Company can terminate the employment relationship at any time, for any reason or no reason, with or without advance notice. This Handbook is not an employment contract or a promise of continued employment with the Company; however, adherence to the Company's code of conduct is a condition to continued employment with the Company. The policies and procedures described herein may be unilaterally amended by the Company from time to time with, or without notice. When there is a change to a policy, we will make every effort to update this Handbook as soon as possible, and to keep you informed of any changes as they occur. If at any time there is a conflict between a policy described in this Handbook and any actual benefit plan document, the terms of the actual plan documents will govern.

This Employee Handbook, inclusive of the Acknowledgment Form (Appendix A), sets forth the general administrative policies, goals, and benefits of the Company, and replaces and supersedes any prior handbook(s). The Company reserves the right to deviate from the policies herein at its sole discretion.

***All Company policies, procedures, and forms are available in the Jay Cashman, Inc. Policies and Procedures folder on the shared drive as well as on the Cashman Employee Benefit Portal in the Resource Library on the BeneTrac website.***

*None of the following policies or standards of conduct are intended, nor shall they have the effect, of interfering or inhibiting any employee in the exercise of any right guaranteed or protected by law.*



## 2. INCLUSION AND DIVERSITY

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### Open Door Philosophy

The Company's commitment to equality and diversity starts with Jay Cashman, Company Chairman, and Dale Pyatt, President and CEO, who promote equality and unity by embracing an organizational structure with invisible reporting hierarchy, open lines of communication among all levels of the Company, encouraging teamwork and collaboration. Employees are empowered to think "outside the box," share ideas, and are expected to put forth their best effort each day. This philosophy creates a culture that thrives on innovation, which is vital to our continued success.

This ideology is reinforced through Company communications, social events, and community activism and further solidified through annual employee performance to solicit feedback, and encourage teamwork, and personal growth. This practice also provides an opportunity to gain valuable insight into the inner workings of the Company, assess morale, and encourage employees to share innovative ideas. All employees contribute to the total work experience and success of the organization.

### Inclusion and Diversity

***"Coming together is a beginning; keeping together is progress; working together is success."***

***-Henry Ford***

At Cashman, inclusion, diversity, and cultural awareness serve as guiding principles and are integrated into every aspect of our operations. These principles are not just a critical part of our Company, but a reflection of who we are. We are committed to building a culture of integrity, equality, and acceptance—not only in the course of conducting business and making decisions as a representative of the Company, but also as individuals.

At Cashman, it is more than just cultural diversity, it is diversity of thought and a willingness to freely share concepts and life experiences that are key to the advancement of ground-breaking ideas. Diversity, inclusion, awareness, and sensitivity training begin with our employee onboarding process and are integrated into our training programs including management training seminars, annual employment practices reviews, on-site project orientation, and toolbox talks. Our training programs include conflict mitigation and dispute resolution practices and tactics, recognizing the reality of differing opinions and encouraging collaboration.

### Equal Employment Opportunity Policy

Cashman is committed to providing a non-discriminatory workplace. The Company is an equal opportunity employer and provides employment and advancement opportunities to all individuals. Employment decisions are based solely on merit, qualifications, and abilities. The Company does not discriminate against employees or job applicants on the basis of race, color, creed, sex, sexual orientation, gender identity/expression, age, religion, national origin, ethnicity, marital or family status, veteran or military status, pregnancy or pregnancy-related condition, physical or mental disability (except where such disability is a bona fide occupational disqualification), genetic information, ancestry, citizenship, or any condition or characteristic protected by applicable federal, state, or local laws.



The Company is committed to maintaining a workplace that is free from unlawful harassment. Unlawful harassment includes, but is not limited to, sexual harassment and harassment based upon race, color, creed, sex, sexual orientation, gender identity/expression, age, religion, national origin, ethnicity, marital or family status, veteran or military status, pregnancy or pregnancy-related condition, physical or mental disability, genetic information, ancestry, citizenship, or any condition or characteristic protected by applicable federal, state, or local laws.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruitment, hiring, job assignments, company-sponsored training, compensation, benefits, promotion, transfer or demotion, discipline, layoff or termination, and all other terms, conditions, and privileges of employment. The Company does not discriminate in any way on the basis of gender in the payment of wages for work that is substantially similar in skill, effort, and responsibility, and that is performed under similar working conditions.

All employees are mandated to comply with this Equal Employment Opportunity Policy as a condition of employment and expected to cooperate fully in meeting the Company's equal employment opportunity objectives. Any employee who believes he or she has been discriminated against must immediately report any incident or alleged act of discrimination to the Human Resources Department both in person or via telephone and in writing. All complaints will be investigated and recorded in accordance with Section 2 of this Handbook: Complaint and Investigation Procedures.

The Company will not tolerate retaliation against any employee who makes a good faith complaint of discrimination, exercises rights under or seeking the protection of any federal, state, or local anti-discrimination or pay equity laws, or cooperates in any investigation of such a complaint. Violations of this policy will be subject to discipline up to and including termination.

As a condition of employment, all employees are required to sign the *Employee Handbook Receipt and Review of Company Policies/Employee Acknowledgement*, Appendix A, agreeing to abide and adhere to the guidelines set forth in the Company's Handbook. A copy of the employee's acknowledgement will be added to the employee's personnel file.

For additional information, please contact the Human Resources Department.

### *Gender Pay Equity*

The Company is committed to providing equal pay for comparable work regardless of an employee's gender. Variations in pay may exist based upon certain legally recognized factors, such as seniority, experience, and the necessity of travel, among other things. However, the Company will not discriminate on the basis of gender in employee compensation.

### *Americans with Disabilities Act Compliance*

The Americans with Disabilities Act (ADA), as amended, requires employers to reasonably accommodate qualified individuals with disabilities. The Company requires that its employees comply with all federal, state, or other applicable laws concerning the employment of persons with disabilities. This policy governs all aspects of employment, and Cashman is committed to ensuring that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment.



A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of a particular position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. The Company will endeavor to make reasonable accommodations to the known physical or mental impairments of qualified employees with disabilities unless the accommodations would impose an undue hardship on the operation of the business.

Any employee with a disability in need of a reasonable accommodation to perform the essential functions of his/her job must contact the Human Resources Department. If an accommodation is needed, employees may be required to provide information from a medical provider to support the request. The Company reserves the right to deny the requested accommodation or to seek a second medical opinion, at the Company's expense, if the requested accommodation cannot be made. The Company may deny the accommodation request if a requesting employee refuses to provide requested information or submit to a second medical opinion.

### *Pregnant Workers Fairness Act Notice*

Under the Massachusetts Pregnant Workers Fairness Act, Cashman employees have the right to be free from discrimination in relation to pregnancy or any condition related to pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child.

Employees have the right to reasonable accommodations for conditions related to pregnancy. The Company will not deny a reasonable accommodation for an employee's pregnancy or related condition unless the accommodation would impose an undue hardship on the Company's business. "Reasonable accommodations" may include, without limitation, (i) more frequent or longer paid or unpaid breaks; (ii) time off to recover from childbirth, with or without pay; (iii) acquisition or modification of equipment or seating; (iv) temporary transfer to a less strenuous or hazardous position; (v) job restructuring; (vi) light duty; (vii) private non-bathroom space for expressing breast milk; (viii) assistance with manual labor; or (ix) modified work schedules. If you seek a reasonable accommodation for a condition or conditions related to pregnancy, Cashman will work with you to determine effective reasonable accommodations to enable you to perform your essential job duties. Please note that Cashman may require you to provide documentation from an appropriate healthcare or rehabilitation professional, but does not require such documentation for the following accommodations: (1) more frequent restroom, food, or water breaks; (2) seating; (3) limits on lifting over 20 pounds; and (4) private, non-bathroom space for expressing breastmilk.

Cashman will not retaliate against any employee for needing, seeking, or obtaining a reasonable accommodation under this policy. Cashman will not require an employee who is pregnant, or has a condition related to pregnancy, to accept accommodations that are unnecessary to enable them to perform their essential job duties including, but not limited to, taking a leave of absence where another reasonable accommodation could be provided without undue hardship.

If you need a reasonable accommodation for pregnancy or a related condition, please contact the Human Resources Department.



## Harassment and Discrimination Policy

It is our Company policy and personal commitment to all our employees to maintain a work environment in which all employees are treated with respect and dignity. All employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Any employee found to have engaged in any form of discrimination or harassment—whether verbal, physical, or arising out of the work environment, and whether in the workplace, at work assignments off-site, at company-sponsored social functions, or elsewhere—will be notified that their behavior is unacceptable, will not be tolerated, and subject to disciplinary action including termination of employment.

The Company's harassment policy is designed to ensure that all individuals can work in an environment that promotes equal opportunities and prohibits discrimination and harassment on the basis of race, color, creed, sex, sexual orientation, gender identity/expression, age, religion, national origin, ethnicity, marital or family status, veteran or military status, pregnancy or pregnancy-related condition, physical or mental disability, genetic information, ancestry, citizenship, or any condition or characteristic protected by applicable federal, state, or local laws.

For purposes of this policy, sexual harassment is defined as follows: unwelcome or unwanted sexual advances; requests for sexual favors; and other verbal, non-verbal, or physical conduct of a sexual nature when: (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes; flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting, obscene comments, gestures, and emails; and display in the workplace of sexually suggestive objects or pictures.

If you believe that you have been the victim of sexual harassment or harassment based on any other protected class or discrimination in the workplace, you should take the following steps:

- Report and discuss the matter with your supervisor/manager.
- If you believe your supervisor or manager to be the source or a participant in the harassment, report this to Human Resources or a member of the management team.

The Company will investigate in accordance with the Complaint and Investigation Procedures policy. If for any reason, you believe a response has not occurred within a reasonable period of time, please contact the Company President and CEO.

Retaliation against any individual who makes a good faith complaint, exercises rights under or seeking the protection of any federal, state, or local anti-discrimination or pay equity laws, or cooperates in the investigation of any complaint is strictly prohibited and should be reported immediately.

For additional information, please contact the Human Resources Department.





## Complaint and Investigation Procedures

The Company has established the following complaint and investigation procedures to address any complaint including but not limited to: harassment, discrimination, pay inequity, retaliation, illegal or unethical activities; workplace violence; hostile work environment; health and safety violations; financial impropriety; conflicts of interest; and noncompliance with laws and regulation and Company policies and standard operating procedures.

All reports will be thoroughly investigated and resolved in accordance with all applicable state and federal laws and Company policies. Employees must not assume that Management is aware of the problem and must report all issues as soon as possible. The Company cannot take appropriate action without knowledge of the alleged problem.

Employees have the right to use these procedures, in good faith, without jeopardizing their current or prospective employment status. The procedures for handling complaints are as follows:

### Notification

Any complaint or alleged incident must be immediately reported to the Human Resources Department, both orally and in writing. Employees who may be the party or witness to harassment, discrimination, retaliation, and hostile work environment are obligated to report the alleged incident to the Human Resources Department. The Company has also established a Confidential Reporting Hotline to protect the anonymity of any person who is aware of an alleged incident or issue.

### Investigation Procedures

- All complaints will be thoroughly investigated by the Human Resources Department or the Company's other designee as soon as practicable. The Complainant will be immediately contacted by the Human Resources representative to confidentially discuss the incident and the parties involved. Based upon the initial discussion with the Complainant, the representative will make a decision to take immediate action, as necessary, to ensure a safe work environment.
- The investigator will contact all the parties involved and will make every reasonable effort to ensure that the content of the investigation remains confidential to the maximum extent possible.
- The preliminary finding of facts will be compiled by the investigator and reviewed with the Company President, General Counsel, or his/her designee to determine the appropriate course of action and take any remedial actions.
- The Complainant will be notified by the Human Resources Department of the results of the investigation and the final disposition of the complaint.
- In the event that the Complainant disagrees with the decision rendered by the Human Resources Department, he or she can still avail himself or herself of any and all other avenues of redress. The Complainant is advised to contact the Company President if the complaint is filed against the Human Resources representative.
- The Company will not tolerate retaliation against any employee who reports acts of discrimination or other acts covered hereunder in good faith or who provides information in connection with any such complaint. Violations of this policy will be subject to discipline up to and including termination.



Please contact the Human Resources Department for additional information. While the Company hopes that any employee who believes that he or she has been harassed or discriminated against will immediately bring the matter to the attention of Company representatives, employees also have the right to contact the Massachusetts Commission Against Discrimination (“MCAD”) and the Equal Employment Opportunity Commission (“EEOC”), which can be contacted at the phone numbers and addresses listed below. **Any complaint of sexual or other harassment or discrimination must be filed with the EEOC or MCAD within three hundred (300) days of the alleged harassing or discriminatory act.** Using the Company’s complaint process does not prohibit an employee from filing a complaint with these agencies:

Massachusetts Commission Against Discrimination

**Boston Office**

One Ashburton Place, Room 601  
Boston, MA 02108  
(617) 994-6000

**Springfield Office**

436 Dwight Street, Room 220  
Springfield, MA 01103  
(413) 739-2145

**Worcester Office**

455 Main Street, Room 100  
Worcester, MA 01608  
(508) 799-8010

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building  
Room 475  
Boston, MA 02203  
(617) 565-3200

***Additional State Agencies:***

New York State Division of Human Rights  
One Fordham Plaza  
Bronx, NY 10458  
Phone: 718-741-8400

Equal Employment Opportunity Commission  
Two Gateway Center  
Suite 1703, 283-299  
Market Street  
Newark, NJ 07102  
Phone: 800-669-4000

Rhode Island Commission for Human Rights  
180 Westminster Street, 3rd Floor  
Providence, RI 02903  
Phone: 401-222-2661/Fax: 401-222-2616

Office of Human Rights and Fair Employment  
Stephen P. Clark Center  
111 NW 1st Street, 22nd Floor  
Miami, Florida 33128  
Phone: 305-375-2784/Fax: 305-375-2114

Connecticut Commission on Human Rights and  
Opportunities  
(CHRO)  
25 Sigourney Street  
Hartford, CT 06106  
Phone: 860-541-3400  
Connecticut Toll Free: 1-800-477-5737



### Confidential Reporting “Hotline”

The Company has established a confidential reporting line to protect the anonymity of any person who has been the victim of, or witness to, any act of harassment or discrimination; illegal or unethical activities; workplace violence; health and safety violations; financial impropriety; conflicts of interest; noncompliance with laws and regulations; and Company policies and standard operating procedures. The telephone number is as follows: 617.766.3630.

## 3. CODE OF ETHICS: INTEGRITY, ETHICAL BUSINESS PRACTICES, AND CONFLICTS OF INTEREST

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### Integrity and Ethical Business Practices

Integrity is an essential corporate value for Cashman and its affiliated companies and part of our continued success—in fact, integrity is *essential* to our long-term relationships with customers and other external constituents. We expect our employees and agents to demonstrate integrity through ethical conduct, honesty, accountability, respect for others, and compliance with the law.

The Company is committed to honest and ethical conduct and compliance with both the letter and the spirit of all laws, rules, and regulations, and our Company policies, standards, and procedures. We expect all employees, affiliates, subsidiaries, subcontractors, and vendors of the Company to commit to the highest ethical standards.

Cashman conducts all business—locally and internationally—in strict accordance with all domestic and international laws, rules, and regulations. All affiliates, subsidiaries, business partners, third-party contractors, subcontractors, vendors, and employees are mandated to promote, abide by, and enforce strict compliance. We strive to treat all customers in a fair, ethical, and non-discriminatory manner and strive to meet and exceed their quality and service expectations.

We must act in good faith when dealing with vendors and suppliers of every jurisdiction in which we operate. Violating the law or engaging in unfair, deceptive, and/or abusive acts or practices will put the reputation of the Company at risk, and can result in legal action, fines and penalties, and other negative repercussions.

Any conduct whatsoever that is interpreted as dishonest, corrupt, disloyal, illegal, immoral, improper, unjust, or discriminatory will not be tolerated. All violations may be subject to immediate termination, severability, and prosecution where applicable.

### Conflict of Interest

Cashman is committed to deploying a systematic approach to identify and avoid, mitigate, or neutralize Organizational Conflict of Interest (OCI) issues, whether actual, potential, or perceived, on all our contracts. It is the policy of the Company to comply with all requirements of the contracts under which our projects are performed. It is the responsibility of each employee to familiarize themselves with the statement of work of each project to ensure that our operations comply with all contractual requirements.

For more information about the Company’s Conflict of Interest Policy, please contact Cashman’s Chief



Legal Counsel.

## Solicitation or Acceptance of Gifts and Improper Associations

Employees are precluded from accepting gifts of significant value (i.e., in excess of \$100.00), lavish entertainment, or other benefits from potential and actual customers, suppliers, or competitors. An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices and does not violate any law or generally accepted ethical standards or does not represent a conflict of interest outlined in the Cashman Anti-Corruption Policy (see below). Special care must be taken to avoid even the appearance of a conflict of interest.

## Anti-Corruption Policy Statement

Cashman conducts business in a manner that complies with the laws of the United States and other locally applicable laws, and expects all subsidiaries, personnel, and business partners to conduct business in a manner that is consistent with the highest ethical standards of business conduct when doing business in non-U.S. jurisdictions. The Anti-Corruption Policy defines Cashman's obligations under the *Foreign Corrupt Practices Act of 1977*, as amended ("FCPA"), the rules and regulations promulgated thereunder, and the Anti-Bribery laws of the jurisdictions in which Cashman does business.

For additional information or a copy of the Anti-Corruption Policy, please contact the Human Resources Department.

## Whistleblower Policy

Unlawful activity or behavior of any kind is prohibited. The Company requires its Officers, Directors, Managers, and Employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

The Company's Whistleblower Policy provides confidential reporting and protection against retaliation for any employee who, in good faith, reports activity that can be considered illegal, fraudulent, or dishonest. If an employee has knowledge of, or a concern about, any wrongdoing the employee must immediately notify the Human Resources Department. The employee is not responsible for investigating an incident and should not initiate any action or investigation without authorization. The Company will make every effort to ensure the anonymity of the employee and will only provide the employee's name as part of a thorough investigative process, required by law, or to provide the party subject to the allegation the legal right of defense. The employee must use sound judgment when making an allegation in order to avoid a baseless claim. Any employee who intentionally files a false report will be subject to disciplinary measures up to and including discharge.

No employee who, in good faith, reports a violation of the conduct covered by this policy or participates in the investigation of a reported violation will be retaliated against. An employee that retaliates against someone who has reported a violation in good faith is subject to discipline up to, and including, termination of employment. An act of retaliation includes but is not limited to: termination; suspension; demotion; transfer; compensation decrease; or poor work assignments.

The Whistleblower Policy is intended to encourage employees and others to raise concerns about potential misconduct occurring within an organization. The Company has established a confidential reporting line for employees who are concerned about retribution and would like to file a report anonymously. The telephone number is as follows: 617.766.3630.



## 4. EMPLOYEE RELATIONS AND RESPONSIBILITIES

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### Employee Code of Conduct

All employees are required to conduct themselves in a manner that reflects professionalism, honesty, and integrity. It is the responsibility of all employees to ensure that as representatives of the Company, all business decisions are in the best interests of the Company. Employees must consider the impact of how their decisions will be perceived by others, ensuring that their actions do not give the appearance of impropriety, potentially damaging the reputation of the Company. Employees are expected to exercise commonsense and sound moral judgment while acting on behalf of the Company. We expect all employees to hold themselves to the highest standards of ethical conduct.

While it is not possible to anticipate and establish a rule for every situation, it is expected that employees will exercise good judgment, commonsense, and professionalism at all times. The following is a non-exclusive list of conducts that may give rise to disciplinary action up to and including immediate termination from employment by the Company:

1. Violation of any of the policies contained in this Handbook, Project Manager's Reference Guide, Company's Safety Program, Company Standard Operating Procedures, including the Code of Conduct.
2. Use or possession of illegal drugs or alcohol on Company premises; reporting to work under the influence of such intoxicants.
3. Deliberate verbal and/or physical misconduct towards any clients, customers, business partners, or employees of the Company.
4. Insubordination or refusal to comply with instructions from a manager.
5. Destruction, defacement, or removal of Company property or that of another employee or client.
6. Disclosure of confidential information, including breach or threatened breach of any confidentiality-related agreement with the Company, such as a Non-Competition, Non-Solicitation, Confidentiality and Assignment of Inventions Agreement.
7. Smoking in unauthorized areas.
8. Use of foul or abusive language, fighting, or gambling on Company property (including parking lots).
9. Use of Company equipment, supplies, or facilities for personal business.
10. Possession of firearms, explosives, or weapons of any kind on Company property (including parking lots).
11. Any act intended to deceive an employee or the Company.
12. Sleeping during work time.
13. Falsification of any personnel, client, or Company records, including providing false information on the application of employment or resume, either personally or through an accomplice.
14. Harassment or discrimination of any kind.
15. Failure to report an accident or follow safety and security procedures and rules.
16. Excessive absenteeism or tardiness.
17. Theft or misappropriation of Company products, money, or property.
18. Failure to comply with reasonable rules of the Company, as implemented by Cashman from time to time.
19. Conviction of a felony in a state or federal court while a Company employee.



20. Leaving Company premises during working hours without authorization.
21. Using the Company's equipment, resources, and assets in any way not related to the Company's goals.
22. Any other inappropriate conduct.

The course and degree of discipline will be determined by the Company in its sole discretion on an individual, case-by-case basis. The severity of the offense, as well as the employee's prior disciplinary record, will be factors in determining the level of disciplinary action taken. Where the conduct is not of a severe nature and the Company determines that corrective action may correct the behavior, the Company may exercise its discretion to utilize forms of discipline ranging from verbal warnings to termination of employment, as described below.

Any questions related to the content or interpretation of this policy should be directed to the Human Resources Department. Failure to comply with the Employee Code of Conduct may result in disciplinary action up to and including termination of employment.

## Outside Employment

Employees are expected to devote their full business time and energies to the business and affairs of the Company. Work for other employers may create a conflict of interest, and employees may not participate in such outside employment or other activities that have a direct and/or adverse effect on their employment or interfere with their obligations to the Company. Employees who desire employment outside of the Company must inform the Project or Department Manager and the Human Resources Department of the employment opportunity to ensure there will be no possible conflicts or adverse impact on their position with the Company, before commencing outside employment. No provision of this policy will be construed to create an express or implied employment contract for a specific period of time.

## Personal Relationships

The Company encourages employees to develop friendships and share in a spirit of teamwork and camaraderie both within the workplace and outside of work. It is not the intent of the Company to interfere with co-worker friendships and relationships; however, employees involved in any relationship that interferes with the Company culture of teamwork, harmonious work environment, productivity, or otherwise violates the Company's policies, will be subject to disciplinary action up to and including termination.

Accordingly, managers and supervisors are prohibited from fraternizing or becoming romantically involved with any employee who reports to them. Additionally, any other personal relationships amongst employees may be prohibited when, in the opinion of the Company, the personal relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

An employee who is romantically involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to his/her supervisor and/or the Human Resources Department so that a determination can be made as to whether the relationship violates this policy. If a violation is found, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose relevant facts may lead to disciplinary action, up



to and including termination.

All employees should also remember that Cashman maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

## Dress Code

Employees are expected to dress in a professional manner that is normally acceptable and appropriate to the project or job position to which they have been assigned. The Company expects all employees to be suitably attired and groomed; presenting an image that projects professionalism. Employees must exercise good judgment and show courtesy to their co-workers in the selection of business attire. At all times, employees are asked to be cognizant that regardless of their level of interaction, their attire must commensurate with the type of work and safety considerations of the job.

Employees shall wear clothing that is clean and in good repair and are to observe a high standard of personal hygiene. Employees are prohibited from wearing clothing or jewelry or displaying accessories or tattoos while at work that depict(s) or allude(s) to an obscenity, violence, or sex; advertises alcohol, tobacco, or illegal substances; or conveys political or religious opinions or any unsuitable slogans.

Where possible, reasonable accommodation to the dress code may be made to a person with a disability or to accommodate a person's sincerely held religious beliefs, provided that such accommodation does not cause an undue hardship or jeopardize the health and safety of the individual or Company employees. Employees must request an accommodation from their supervisor. Reasonable accommodations shall be considered on an individual basis.

## Workplace Violence Prevention Policy

Cashman upholds a zero-tolerance standard of violence in the workplace. The Company maintains a safe and secure workplace and working environment for all employees. The safety and health of all employees is paramount to the Company. Disruptive or violent behavior of any kind—direct or implied—is strictly prohibited at any Company property, job site, project location, or Company-sponsored events. The Company will not tolerate any behavior that disrupts or prevents normal work functions or activities. Any conduct by a Company employee who exhibits disruptive or violent behavior will not be tolerated and will be subject to disciplinary action up to and including immediate termination from employment. The Company reserves the right to terminate any employee who engages in acts or threats of violence, regardless of whether the actions occurred while on Company business or on personal time.

Employees may not bring, carry, store, or use any type of weapon while performing duties for the Company. Employees are prohibited from having a weapon in a Company-owned, rented, or leased vehicle and from carrying or storing weapons in personal vehicles while performing Company duties within any project or job site location or designated parking area. The term "weapon" includes a firearm, ammunition, explosive, or any other device or object that can be reasonably construed as a weapon.

If employees are subjected to violent behavior by a co-worker, client, or vendor, are threatened with violence or know of threats or actual violence occurring in the workplace, they should report such conduct to their supervisor immediately. The Company will investigate all complaints filed by or on behalf of an





employee and any possible violation of this policy of which we are made aware, indirectly or confidentially. Retaliation against a person who, in good faith, reports any complaint regarding violent behavior or threats of violence is also prohibited and subject to termination and criminal prosecution.

## 5. INNOVATION, CONFIDENTIALITY, DISCLOSURE, PROPRIETARY USE, AND PUBLIC RELATIONS

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### Innovation

In order to maintain our competitive edge in our existing businesses, identify new opportunities, and forge new ventures, we have established an Innovation Program (Appendix D) to inspire our employees to be innovative and reward them for their efforts. Employees are encouraged to pursue new ideas and will be provided with the support necessary to turn their vision into a reality. Employees may submit ideas to the Company's Patent Committee for evaluation. The committee members include Jay Cashman, Dale Pyatt, and Bob Popeo. The Patent Committee will work with our visionaries to determine if the Company can patent an idea and assist in navigating the patent process. The Committee will also determine the appropriate reward to the employee in accordance with the program guidelines. Appointment to the Patent Committee is determined at the sole discretion of Jay Cashman.

### Intellectual Property and Confidential Information

Company employees will often acquire and have access to confidential privileged information regarding the Company, its subcontractors, joint venture partners, suppliers, clients, and fellow employees. Employees must not disclose any confidential information, purposefully or inadvertently, whether by distributing written works, electronic media, or even through casual conversation, to any unauthorized person inside or outside the Company.

All employees must take proper precautions, exercise care, and use good judgment to avoid any breach of privacy, release, and/or disclosure of confidential information. It is the employee's responsibility to protect such information and ensure its appropriate use.

All confidential information is the exclusive property of the Company and employees may not at any time disclose such information—whether or not it has been designated specifically as “confidential,” except in the responsible exercise of Company business. Discussion of confidential information not relevant to business needs is strictly prohibited. Employees are not to discuss proprietary information or disclose or share computer passwords. Removal of confidential and/or proprietary documents and/or similar data without authorization is strictly prohibited. All computer hardware and programs, files, bid documents, contracts, subcontracts, correspondence, internal memorandums, workbooks, and other sensitive data are to remain in the office or at the job site and not be copied or used for non-Company related business.

Employees will be subject to appropriate disciplinary action up to and including dismissal and/or prosecution, for knowingly or unknowingly revealing information of a confidential nature. In the event that an employee is unsure about the confidential nature of specific information, the employee is obligated to consult with his or her Supervisor for further clarification.

As a condition of employment, all employees are required to sign the *Confidentiality, Disclosure, and Proprietary Use Policies/Employee Acknowledgment* in Appendix B, agreeing to abide and adhere to the





guidelines set forth in the Company's Policies.

Nothing in this Handbook, however, is intended to preclude or dissuade employees from engaging in any legally required or legally protected activities, such as discussing wages, benefits, or terms and conditions of employment. Company employees will not be subjected to any form of adverse action, including discipline, for engaging in such protected activities.

## Public Relations

All media inquiries concerning the Company, its work, employee policies and procedures, or any other issues where a response may be subject to media presentation via the internet, social media, television, radio, newspaper, or research must be directed only to Senior Management. Employees are strictly prohibited from representing or speaking on behalf of the Company in public forums, meetings, and events and/or, social media channels without approval by the Company President and CEO.

## 6. INFORMATION TECHNOLOGY AND USE OF COMPANY-ISSUED EQUIPMENT AND INTERNET SYSTEMS

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### Use of Company-Issued Equipment and Internet Systems

The Company provides all employees with equipment, systems, tools, materials, and supplies necessary to perform their job. Employees may be provided with or have access to Company computers, cell/smart phones, printers, electronic devices/equipment ("Company-issued equipment"), internet systems, network, or other information system for the performance of work-related activities while at home, at work, and at project locations. The use of Company-issued equipment and internet systems is an intrinsic part of the effective performance of an employee's job duties and a means of facilitating ongoing communication between the office and project locations.

The Company does allow employees to use Company-issued equipment and internet systems for minor non-business-related purposes that do not interfere with work; however, all data, pictures, emails, text messages, voicemails, videos or stored information sent, received, created on or contained in Company-issued equipment and information systems is the sole and exclusive property of the Company. Employees should not consider any material on these systems to be private or confidential. The employee is required to provide the Company with the password for any Company-issued equipment, record, or document that is password-protected.

Use of Company computers, networks, and internet is a privilege and may be revoked at any time for inappropriate use and subject to discipline up to and including immediate termination of employment. In accordance with all applicable state and federal laws, the Company has the unilateral right to inspect, monitor, and search all property owned or provided by the Company to the employee at any time with or without notice, including, without limitation, all equipment, electronic information systems, workspaces, physical records and electronic records, and company vehicles. Employees are obligated to cooperate with searches of the Company-issued property in their possession. Refusal to allow authorized searches will result in disciplinary action up to and including termination.



### Internet Systems Protection

The use of Company electronic systems and all forms of Internet/intranet access are for Company business purposes; however, brief and occasional personal use of the electronic mail system or the internet is acceptable as long as it is not excessive, inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the Company, or otherwise violate Company policies and/or state and federal laws.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the Company's business; distract, intimidate, or harass co-workers or third parties; or disrupt the workplace. While direct connection to the internet offers a variety of benefits, it can open the door to some significant risks to the Company's data and systems if employees do not follow appropriate security protocols. Employees must exercise care and good judgment in the use of Company equipment, computers, and the Internet at all times.

### Monitoring Policy

The Company uses software in its electronic information systems that allows monitoring by authorized personnel. The Company's information technology system creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. Employees should have no expectation of privacy in any information or activity conducted, sent, performed, or viewed on or with Company equipment, or accessed via the Company network or internet systems. Employees should assume that whatever they do, type, enter, send, receive, and view on Company electronic information systems is monitored and electronically stored and subject to inspection, evaluation, access, and/or use by the Company at any time.

### Use of Personal Computers, Cell/Smart Phones, and Electronic Devices

Employees are prohibited from using personal, non-company-owned computers, cell/smart phones and electronic devices/equipment for Company-related business without authorization. Employees are precluded from storing any Company-related data on personal computers, electronic devices, or other data storage media. All communications using personal electronic devices, and equipment during work hours, or conducted on Company property, project locations, or while on Company business—verbal, written, or other—must meet professional standards of conduct. If employee use of a personal electronic device or equipment is deemed to be offensive, inappropriate, or causes disruptions or loss in productivity, the employee will be precluded from using such devices or equipment during work and may become subject to disciplinary action. Employees are required to turn off or set to silent or vibrate mode any personal electronic devices during meetings, conferences, and in other locations where they may disrupt co-workers.

### Cell/Smart Phone and Electronic Device Use while Operating a Vehicle

The safety of our employees and the public is paramount to the Company. The use of a cell/smart phone or electronic device while driving is dangerous and, in some states, against the law.

Employees are prohibited from sending or reading text messages and emails, viewing tablets, television, videos, or DVDs, and from inputting data into a laptop, personal digital assistant, or navigation system while operating a vehicle. Employees may be subject to disciplinary action for any motor vehicle accident or traffic violation that occurs as a result from the use of a cell/smart phone or electronic device while driving. The employee will be responsible for all financial liabilities (fines associated with citations) that result from such actions, and subject to discipline up to and including termination.



A complete copy of the *Information Technology, Internet, Email, and Use of Company-Issued Equipment Policy* is available in the Jay Cashman, Inc. Policies and Procedures Folder in shared drive and also available on the Cashman Employee Benefit Portal in the Resource Library on the BeneTrac site.

## Electronic and Social Media

Electronic media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose which is illegal, against Company policies, or not in the best interest of the Company. Nothing in this policy prohibits an employee from discussing his or her wages with co-workers or from lawfully discussing hours and/or working conditions while not at work. Voice or email messages may not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content would include, but not be limited to, sexual comments or images, racial slurs, gender-specific comments or any comment that would offend someone on the basis of their age, sexual orientation, religious or political beliefs, national origin, disability, or any other basis protected by law.

Please contact the Human Resources Department for additional information.

## Care and Return of Company-Issued Equipment

Employees are responsible and accountable for all Company equipment that is assigned to them and required to use proper care of all property, including Company networks. All Company employees have a duty to safeguard these assets against theft, loss, waste, or damage and ensure that they are used only in the most efficient and sustainable way. Company property should be used for legitimate business purposes only and employees must take measures to prevent their theft, damage, or misuse. An employee may be held financially responsible for the repair or replacement of damaged equipment. Misuse or misappropriation of Company property may result in discipline up to and including immediate termination of employment.

Employees must be returned to the Company in proper working order upon separation of employment. An employee may be held financially responsible for Company-issued equipment assigned to them that is damaged and/or not returned to the Company. Failure to return equipment will be considered theft and may lead to a referral to a collection agency or the appropriate prosecuting agency by the Company.

## 7. DOCUMENT CONTROL AND DATA RETENTION

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### Document Management and Record Retention Policy

Document Management and Record Retention, both in hard copy and digital, are a critical element of our business administrative functions and a valuable part of Cashman's Project Quality Control efforts. There are legal and contractual requirements for the retention of the majority of the documents generated in the course of business that can protect the Company in the event of litigation or contractual dispute. Many documents must be kept for a specific period of time pursuant to federal, state, or local laws. There are also documents that we need to retain for future reference or use.

The Document Management and Record Retention Policy provides for the systematic review, retention, and destruction of documents received or created in the course of business. All Company documents and records, regardless of physical form, are the exclusive property of the Company. A "record" is defined as "information in any form including notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, email communication, vouchers and papers, and/or any other information



that is written, photographed, recorded, or stored in any manner.”

We have established guidelines and procedures for the proper identification of documents and records, and requirements for the orderly management, storage, and retention of such documents or records. The procedures include document identification methods to determine which documents and records need to be maintained; methods for the orderly management, storage, and destruction of Company documents; the duration of time the Company is required to maintain the document (i.e., how long certain documents should be kept); and ways to save the Company valuable computer and physical storage space.

Employees are required to maintain organized and complete records, papers, and documents throughout their employment with the Company. All such records, papers, and documents shall remain the property of Cashman and shall be delivered by the employee to the Company at the time the employee’s employment with the Company ends.

It is essential that all employees understand and comply with all of the elements of this Policy. Employees who fail to comply with this Policy will be subject to appropriate disciplinary action, up to and including dismissal and/or prosecution, for knowingly or unknowingly destroying, copying, retaining, forwarding, disseminating, and revealing information that pertains to Company information or business.

Please contact the Human Resources Department for a complete copy of the *Document Management and Record Retention Policy, Procedures, and Forms*.

## 8. ENVIRONMENTAL, HEALTH & SAFETY MANAGEMENT SYSTEM (EHSMS)

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Cashman is committed to be the very best in everything we do and pledge to be the best in class in safety performance. We are committed to providing employees with a safe and healthy work environment. We firmly believe that safety must be incorporated into every aspect of our work to ensure that everyone works and returns home safely every day.

We believe all incidents and injuries to be preventable and our goal is to strive for “ZERO” incidents daily. We are steadfast in our resolve to achieve “ZERO” and believe through the process of recognizing and correcting unsafe conditions, changing unsafe behaviors, and openly communicating, we can and will eliminate all injuries, all harm to the environment, and damage to our assets.

In 2017, the Cashman Environmental Health and Safety Improvement Plan, C-SAFE was introduced and was developed on the basic premise that *together* we can be an “Injury- and Incident-Free Organization.” C-SAFE is the foundation for our collective commitment to safe and socially responsible project execution; maintaining an incident- and injury-free work environment; and fostering a safety-conscious culture that we carry forward beyond the workplace into everything that we do and the communities where we live and work.

The C-SAFE program is comprised of 11-core elements used as the “road map” to hazard identification and elimination. Through the use of C-SAFE, we keep safety in the forefront of our minds every day and with every work activity or task that we perform. Our efforts will only be successful if everyone participates in the C-Safe Program and make this commitment to achieve “ZERO.”



## Injury and Incident Reporting

All incidents and injuries, regardless of severity, must be immediately reported to the Project or Department Manager, Site Safety Officer, and Vice President of Contracts and Risk Management. It is our expectation that reporting includes any injury of employees, any property damage, any unplanned release of recognizable pollution, and any “Near Miss.”

All incidents are to be reported immediately in the following fashion:

**Employee ➡ Supervisor ➡ Manager ➡ Leadership**

A “Near Miss” is defined as an unplanned event that did not result in injury, illness, or damage but had the potential to do so and is considered an incident with Cashman Investigations.

We will investigate incidents based upon the potential severity rather than the actual severity of an injury. All incidents are investigated to find root cause and a corrective action plan is developed and implemented to prevent recurrence.

Every employee has a responsibility to maintain a safe work environment and is expected to provide the time and commitment necessary to meet our goal of achieving “ZERO.”

Please contact Erik Haruch, Vice President of Environmental Health, Safety, and Quality, to learn more about the Company’s environmental, health, and safety programs.

## Drug and Alcohol Testing Policy

The Company is committed to providing a safe, healthy, and productive work environment for all of our employees free from the adverse effects of drug abuse and alcohol misuse. We consider our employees to be our most valuable asset and while it is not the intention of the Company to interfere in the personal lives of our employees, we are steadfast in our commitment to protecting our employees and the communities in which we work. The purpose of this Drug and Alcohol Testing Policy is to balance respect for the individual privacy of our employees with safeguarding the health and safety of our employees, business associates, and the communities in which the Company operates.

The Company has established a Drug and Alcohol Policy in accordance with the guidelines set forth in Title 46 Code of Federal Regulations (CFR) Parts 4 and 16. The program applies to all union and non-union, safety-sensitive employees, contractor-employed personnel, and persons seeking employment with the Company. Safety-sensitive employees include all Company employees who operate vehicles, vessels, or equipment (registered and unregistered) owned, leased, rented, or used for business purposes. The term “employee” includes both contracted and temporary personnel.

In achieving our objectives to maintain a healthy and safe working environment, the Company is committed to:

- (1) Employing a workforce that is free from effects of illegal drugs, marijuana and alcohol abuse, and misuse of prescription and/or over-the-counter medication. We encourage our employees to pursue professional assistance any time that personal and/or work-related problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.
- (2) Maintaining a safe work environment free from adverse effects of drug abuse and alcohol misuse.



(3) Prohibiting the unlawful possession, distribution, dispensing, manufacture, or use of illegal or controlled substances.

The drug-testing provisions of this policy apply to all Company employees with the exception of:

- (1) Employees covered by a labor agreement or contract that governs or otherwise conflicts with the subject matter of this policy.
- (2) Employees working in any state in which the laws of that state conflict with the terms of this policy. This policy does not supersede Department of Transportation (DOT) regulations, United States Coast Guard (USCG), or any other federal or state drug testing mandates or substance abuse testing programs governed by a collective bargaining agreement, project labor agreement, or contractual requirement, which shall prevail.

The term “substance” covered under this policy includes, but is not limited to, alcohol, illegal drugs, marijuana, inhalants, and prescription and over the counter (OTC) drugs. It is a standard of conduct for an employee of the Company to report to work or work without the presence of illegal drugs, marijuana, or alcohol in his or her body, and the Company reserves the right to conduct alcohol and drug tests at any time with or without notice.

Testing conducted under this program is limited to five categories of dangerous drugs [marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP)] and alcohol. The categories of testing include pre-employment and employee testing for safety sensitive positions.

#### Pre-Employment Testing

All job applicants for safety-sensitive positions with the Company are required to complete and successfully pass a drug and alcohol test. New job applicants and employees returning to the project after 30 or more days’ absent must either satisfactorily complete a drug test or provide acceptable documentation that he or she has passed a drug and alcohol test within the preceding 30 days by a National Institute on Drug Abuse/Substance Abuse and Mental Health Services Administration (NIDA/SAMHSA) certified laboratory, or state-specific certified laboratory, where applicable.

#### Employee Testing for Safety-Sensitive Positions

All Cashman safety-sensitive employees will be subject to pre-employment drug and alcohol testing and under the following circumstances in accordance with Title 46 Code of Federal Regulations (CFR) Parts 4 and 16, 49 CFR 40.

- Reasonable Cause
- Post-Accident
- Random Selection
- Return to Duty
- Follow Up

#### Consequences and Disciplinary Measures

The following conditions constitute grounds for disciplinary measures up to and including immediate termination from employment:

1. Reporting for work or working under the influence of drugs or alcohol.
2. Refusal to submit to a drug and alcohol test.
3. Presence of a detectable amount of an illegal drug, marijuana or alcohol found through drug or alcohol testing.



4. Possession and/or use of illegal drugs on Company premises, job site, or while traveling/working on behalf of the Company or the job. This applies to prescription drugs without a valid prescription.
5. Operating heavy equipment, vessel, and/or vehicle owned or in the custody and control of the Company while under the influence of drugs and/or alcohol.
6. Selling, aiding, and abetting in the sale or conspiring to sell illegal drugs or prescription drugs on the job or in a job status.
7. Conviction for selling, aiding, and abetting the sale or conspiring to sell illegal drugs or prescription drugs off of the job will result in a permanent expulsion and barring from future employment.
8. Possession, use, or system presence of drugs and/or alcohol while on Company premises, job site, or traveling/working on behalf of the Company.
9. Falsifying or tampering with information, documentation, materials, or specimen collection relating to drug and alcohol testing.
10. Violation of the Company's Drug- and Alcohol-Free Workplace Policy and Procedures.

This policy statement provides an overview of the goals and objectives of the Company's drug and alcohol testing program. All employees are required to review the Company's Drug and Alcohol Testing Policy and Procedures, included as Appendix C, of this document, in its entirety and agree to comply with the terms as a condition of employment with the Company.

#### Requests for Accommodations for Medical Marijuana Use

The Company will evaluate requests for accommodation related to the use of prescribed medical marijuana on a case-by-case basis. As with all requests for accommodation, any applicant or employee with a disability in need of a reasonable accommodation to perform the essential functions of his/her job must contact the Human Resources Department. If an accommodation is needed, employees may be required to provide information from a medical provider to support the request. The Company reserves the right to deny the requested accommodation or to seek a second medical opinion, at the Company's expense, if the requested accommodation cannot be made. The Company may deny the accommodation request if a requesting employee refuses to provide requested information or submit to a second medical opinion or if the accommodation request poses an undue hardship on the Company.

#### Smoke-Free Workplace

Our goal is to provide a healthy and pleasant work environment for all employees. It is the policy of the Company to maintain a smoke-free work environment. Smoking and vaping are not allowed in rooms occupied and/or controlled by the Company.

## 9. EMPLOYMENT POLICIES

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### Nature of Employment

Employment with the Company is voluntarily entered into by the employee and the Company. An employee can terminate his or her employment at any time, with or without cause or notice. ***The Company is an "at-will" employer and as such has the right to terminate the employment of any***





***employee at any time, for any reason, in accordance with state and federal laws.*** As an at-will employee, you are not guaranteed continued employment, in any manner, or that you will be employed for any set period of time. The Company does not offer any form of guaranteed employment. No one in the company may make any representation or promise that would alter the employment “at-will” status of any employee, regardless of position.

This Handbook is not intended to be an employment contract, whether express or implied, or part of any contractual agreement between the Company and any of its employees. It is not intended to, nor does it alter employment status as an at-will employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of employees.

The Company reserves the right to alter the employment status, position or job duties, employment hours, schedule, or demote any employee at its own discretion, with or without notice or cause. With the exception of employment-at-will, terms and conditions of employment with Cashman may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term, or condition of employment can be established by any other statement, conduct, policy, or practice.

## Immigration Law Compliance

The Company employs only individuals who are legally authorized to work in the United States. All employees must provide documentation in accordance with the USCIS Form I-9, Employment Eligibility Verification, to verify his/her identity and employment eligibility within the first 3 days of employment.

## Employment Classifications

The *Fair Labor Standards Act* defines two classifications of employees, exempt and non-exempt. The classification assigned to an individual’s job is dependent on the actual job responsibilities and duties as determined by the law. Employers are required to designate positions as either exempt and non-exempt based upon specific criteria of the job, which are as follows: type of position; responsibilities; and compensation. Senior Management and the Human Resources Department are responsible for determining the exempt or non-exempt status of a position in accordance with the rules and regulations set forth by the *Fair Labor Standards Act*.

### Non-Exempt Employee

Employees who do not qualify for exempt status and are generally paid on an hourly basis, including overtime. Any concerns about the employee classification of a position should be addressed to the Human Resources Department.

### Exempt Employee

Employees who serve in executive, professional, administrative, business development, or operations management roles. An exempt employee is generally paid a salary and not eligible for overtime. Exempt employees include those employees who work standard office schedules and field operations management employees who work on rotational schedules.





## Employment Status

### Regular Full-Time

Employees hired to work a minimum 40 hours per week, either paid hourly or salaried basis. Regular full-time employees are eligible to participate in the Company's benefit plans. Regular full-time employees include both non-exempt (hourly) and exempt (salaried) employees.

### Regular Part-Time

Employees hired to work on a specific assignment for a period of 6 months or more and expected to work not less than an average of 32 hours per week. Regular part-time employees are eligible to participate in the Company's health and benefit plans. Regular part-time positions are generally non-exempt and paid hourly. Employees who are hired on a part-time basis and will be working less than 30 hours per week are not eligible to participate in the Company's health and benefit plans or to accrue Company paid time off, unless otherwise required by law or plan document.

### Temporary Full- and Part-time Employees

The Company may have occasion to hire temporary employees to support the fluctuation in project workflow. These positions, whether full or part time, are usually for a specific assignment for a duration of no more than one year. Temporary employees maintain the "Employee-at-Will" status but do not have a probationary period and are not eligible for promotion, reassignment, or transfer to other jobs. Temporary employees are not eligible to participate in the Company Health and Benefits plans or accrue paid time off, unless required by law.

### Probationary Employee

Probationary Employee is defined as a newly hired employee who has been continuously working for the Company for 60 days or less. Provided that the Company determines that such employee's job performance is "satisfactory" at the end of the probationary period, the employee will continue in our employment maintaining the employee at-will status.

## Work Hours

The standard work schedule for the Company office employees, not covered by Collective Bargaining Agreements or subject to a rotational schedule, is Monday through Friday, with the exception of recognized Company holidays. The Company corporate office is open from 7:00 AM to 6:00 PM daily. In an effort to be flexible with employees, there are a variety of work schedules for full- and part-time employees that may be available, contingent upon the needs of the Company.

### Hourly Staff

Employees hired on an hourly basis generally are expected to work 8 hours per day (or as agreed) with a half-hour lunch break. Hourly employees are also paid for overtime in excess of 40 hours per week at the rate time-and-a-half for each hour (or fraction) in excess of 40 hours per week. When working on an approved Company Holiday with consent of the appropriate Supervisor, time will be paid time-and-a-half for each hour (or fraction) worked on the Holiday.



### Salaried Staff

Compensation levels have been established with the expectation that all salaried staff will average in excess of 40 hours per week during office hours Monday through Friday 7:00 AM to 6:00 pm. Given the nature and geographic location of the work performed by the Company, it is a reasonable expectation and mandatory, as necessary, that salaried staff will often be required to work long days and weekends (e.g., bid or proposal preparation, project acceleration, mandated training, etc.) to support the growth, productivity, and success of the Company.

### Field Operations Management Staff

All non-union operations staff will generally work a 2 and 1 rotational schedule consisting of a 12-hour shift, 7 days per work week for 2 weeks followed by 1 week of paid time off. Rotational schedules are determined on a project-by-project basis, by the Project Manager, in accordance with the requirements of the job and subject to change to meet production schedules and the demands of the project. The Project Manager will make every effort to provide operations staff with sufficient notice of a change to the rotational schedule, however, the Project Manager or his/her designee has the sole discretion to amend rotational schedules without advance notice.

### Punctuality and Attendance

All Company employees are required to report for work in a timely manner. We strongly believe that punctuality and attendance is an essential component of good work performance. In the event an employee is running late or going to be absent from work, the immediate supervisor must be notified as soon as possible and provided with the estimated arrival time. It is expected that, when practicable, the employee will provide advanced notice to the supervisor to ensure appropriate coverage. All time off must be requested in advance and in writing in accordance with Company policies and procedures. Any absence from work without notification, repeated tardiness, and/or excessive unscheduled absences will result in disciplinary action up to and including termination.

Any employee who is absent three (3) consecutive workdays and who has not contacted his or her manager during that period is considered to have voluntarily abandoned his or her position. If you are absent for more than five consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. In such instances, the Company also reserves the right to require you to submit to an examination by a physician designated by the Company at its discretion. In addition, the Company may require you either to submit a statement from your physician or to be examined by a Company-designated physician in other instances at its discretion, such as where fraud is suspected (e.g., a pattern of short absences and/or frequent absences before or after holidays and weekends).

### Early Release and Office Closing(s)/Adverse Weather Conditions

It is the policy of the Company to remain open during most periods of inclement weather, and it is expected that all employees will make every reasonable effort to come to work. However, where extraordinary circumstances warrant, early dismissal from the office or worksite will be at the sole discretion of the Company President and CEO, or his designee.

Employees are expected to call the Project or Department Manager and/or the main office to inquire as to the status of the Company operations due to adverse weather conditions. It is each employee's decision to determine if he or she will be able to safely drive to work during such weather conditions, regardless



of whether the Company is open or closed.

Generally, the Company will remain open unless a “State of Emergency” is called in a particular office location. In the event that the Company remains open on an adverse weather day and the employee elects not to report to work due to weather conditions, the employee is required to notify the Project or Department Manager as early as possible. The employee is eligible to use any accrued vacation paid time for the missed day, or the employee will not be paid for the day. The early closing of an office due to adverse weather conditions will be communicated via email by the Company President and CEO or his designee. In the event the office is closed early, employees should plan accordingly. Employees are advised to monitor weather conditions on the day of the storm and make a personal decision to leave the office to ensure a safe commute home.

All employees must ensure that the Project or Department Manager and co-workers have their current home and cell phone numbers and emergency contact information.

## Employee Personnel File

A complete personnel record for each employee will be maintained by the Human Resources Department. The Company takes steps to ensure the confidentiality of such information. Any information related to the medical condition of an employee is specifically excluded from the employee’s personnel file. All medical-related correspondence including documents and forms will be stored separately in a confidential employee-specific file pursuant to the *Health Insurance Portability and Accounting Act of 1996* (HIPPA).

In accordance with the guidelines set forth in Massachusetts Personnel Record Law, M.G.L. Chapter 149, §52C, any employee has the right to access his or her personnel file upon a written request for the same. The Company will provide notice to an employee within 10 days of placing information that may adversely affect the employee’s employment status into the employee’s personnel record.

It is important that personnel records for Company employees are accurate at all times. In order to avoid problems with benefit eligibility, tax liability, or communication, the Company requires that employees provide immediate notification to the Project or Department Manager or Human Resources Department of any change to name, home address, telephone number, number of dependents, or any other employment-related information.

## Verification of Employment

The Company will not verify employment information, either over the phone or in writing, unless this information is requested in writing by the employee or former employee, authorizing the release of the information. Requests for information must be directed to the Human Resources Department for processing in accordance with all applicable state and federal laws. The request should specify the information needed and to whom the information should be released, including contact person and company information (e.g., mortgage applications, etc.). Employees are prohibited from providing any information regarding any current or former employee, or his/her employment with the Company without approval from the Human Resources Department. It is the Company’s policy that only dates of employment and job titles can be provided for former employees who have prospective employers calling to verify employment history.



## 10. COMPENSATION, PAID TIME OFF, AND EMPLOYEE BENEFIT PLANS

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### Compensation

This policy governs all positions not covered by collective bargaining agreement. Wages and salaries for all regular full-time and regular part-time positions will be determined by Senior Management based on the skill levels necessary to perform the job functions, educational requirements, licenses, and any other special requirements.

Management reserves the right and has the sole discretion to establish, determine, amend, revise, and remove the job duties, compensation, classification status, and growth potential of any position in the Company.

### Payroll

All exempt/non-exempt employees are paid on a weekly basis for the work performed in the preceding week. The work week commences on Sunday (12:00 am) and ends on the following Saturday (11:59 pm). Company employees are required to record and submit hours worked for the previous week using the online timecard in the employee portal. Once submitted, timecards are subsequently sent to the appropriate Project or Department Managers for approval. In an effort to ensure timely disbursement of weekly pay to all employees, all time worked must be entered into the portal no later than the end of each work week. Failure to complete the online timecard in a timely manner may result in a delay in receiving a weekly paycheck. Falsification or misrepresentation of time worked is a violation of Company policy and is subject to disciplinary action up to and including termination.

Paychecks are issued on Wednesdays of each week. Employees are encouraged to receive payroll checks via direct deposit. In the event that a paycheck is lost or stolen, the employee must immediately contact the payroll department to have a stop payment applied to the paycheck. The employee will be issued a new paycheck once confirmation of the stopped payment has been received by the payroll department on the original check.

Please be advised that the Company will not be obligated to indemnify an employee for any monetary loss suffered as a result of a lost paycheck if we are unable to stop payment on the original check.

### Deductions

The Company may make deductions to an exempt employee's salary, or suspend an exempt employee without pay, for various reasons (including, for example, violations of safety rules, serious workplace misconduct, and personal absences). Moreover, in the event that an exempt employee does not work a full week in either his or her first and/or last week of employment, the Company, in its sole and absolute discretion, reserves the right to pay a proportionate part of the exempt employee's full salary, commensurate with the time actually worked in such weeks. Such deductions from an exempt employee's salary will not impact the employee's exempt status under applicable laws.

The Company will not, however, make any deductions for variations in the quality or quantity of work performed by an exempt employee. In addition, if an exempt employee is ready and willing to work, Cashman will not make any deductions from his or her salary due to absences occasioned by the Company or the operating requirements of our business. Subject to certain exceptions (such as those



outlined above), an exempt employee will be paid his or her full salary for any week in which he or she performs work, without regard to the actual number of hours worked.

The Company is committed to complying with all applicable wage and hour laws, and to providing employees with all compensation that they rightfully have earned. If an exempt employee believes that a deduction or suspension without pay was improper and/or was not appropriate in light of his or her exempt status, the employee should provide the Human Resources Department with a written explanation of the concern as soon as possible. Once the Company receives the employee's concern, it will review the complaint promptly and provide the employee with an explanation of its position on the matter. If the Company determines that the deduction or suspension without pay was improper, it will ensure that the employee is properly reimbursed. Employees with any questions regarding this policy should feel free to contact the Human Resources Department.

### Overtime Pay

It is expected that there may be occasions where an employee is requested to work overtime to support the business operations. The payment of overtime applies to eligible non-exempt positions that are paid an hourly rate for all hours worked. All overtime must be pre-approved by the employee's immediate supervisor. Employees who work overtime will be paid time-and-one-half of their regular rate of pay for time worked in excess of 40 hours in any given work week. The calculation of overtime hours applies to only those hours actually worked by the employee and does not apply to any paid time off hours, such as holidays, sick time, vacation time, jury duty, and other paid time off hours.

Any employee who works overtime without prior approval will be subject to disciplinary action up to and including termination. Please see Section 9, Employment Classifications, for additional information on the non-exempt and exempt status determination.

### Company Health, Disability, and Retirement Benefits

Cashman may offer medical and dental insurance coverage (as required by law), retirement, disability, workers' compensation, and other similar benefits to eligible employees. Eligible employees are defined as all regular full-time and regular part-time employees working thirty (30) hours a week or more and do not include those employees who are covered by collective bargaining agreements.

As part of the new hire process, eligible employees are provided with a Summary of Benefits which provides an overview of the plans that are offered to eligible Company employees. New employees are eligible to enroll in the Employee Benefit Plans after successfully completing 30 days of continuous employment with the Company.

Our employee benefit enrollment process is administered online via the BeneTrac Employee Portal. This system provides you with ongoing direct access to all your employee benefit plan descriptions, enrollment options, coverage and deductible information, and plan provider contact information.

### Health Insurance Opt-out Compensation

Please be advised that the Company reserves the right to offer additional compensation to permanent full-time eligible employees who have health insurance coverage through alternative means and do not wish to participate in the Company's health insurance plan. Eligibility for this compensation is subject to the following contingencies:



- Eligibility is restricted to full-time permanent employees only. This does not apply to: part-time, temporary, or leased employees; or those employees covered by a collective bargaining agreement.
- Evidence of alternate health Insurance is an eligibility requirement. The employee must provide proof of health insurance coverage from his or her health insurance carrier.
- Completion of the 30-day waiting period for permanent full-time employees to become eligible.

Except where restricted by applicable state or federal law, the benefit package or any portion thereof provided to employees by the Company are subject to change at any time. Please contact the Human Resources Department for specific information concerning Company benefits.

## Workers' Compensation

In accordance with all state and federal statutory rules and regulations, workers' compensation insurance provides medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while in the course and scope of their employment with the Company.

All work-related accidents, injuries, and illnesses, regardless of severity, must be reported immediately to the Project or Department Manager and Company's Vice President of Environmental, Health, Safety, and Quality. The failure to promptly report an accident, injury, or illness may jeopardize coverage under workers' compensation insurance.

In an effort to ensure the safe and healthy transition of an employee back to work, the Company has instituted an early return-to-work program. The Company fully supports, with doctor approval and recommendations, an employee returning to work with temporary restrictions, provided that the position requirements can accommodate the employee's restrictions without causing an undue hardship on the Company. The employee is required to provide a medical authorization to return to work from the treating physician prior to returning to work.

All employees on a Workers' Compensation Leave are responsible for their usual weekly deductions for health insurance and benefit contributions and must contact the Payroll Department directly to set up a payment plan.

## Continuation of Health Coverage (COBRA)

The *Federal Consolidated Omnibus Budget Reconciliation Act* ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation; termination of employment; or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee.

Please contact the Human Resources Department for more information.



## Employee Assistance Plan (EAP)

The Company's Employee Assistance Plan (EAP) is a confidential intervention referral program designed to help employees address and overcome personal matters that may be adversely affecting the employee's job performance.

The Plan has been designed to help employees to identify resources available and provide support in their efforts to effectively deal with the challenging issues and problems they are confronting that are leading to reduced productivity, increased absenteeism, tardiness, or conflicts with co-workers. EAP assistance is open to all employees and members of their immediate family.

Please contact the Human Resources Department, Safety and Health Representative, or Project or Department Manager, for additional information about the Company's EAP Policy and available services. All inquiries regarding the EAP will be handled with confidentiality.

## Sick Time

Earned Sick Time is available to eligible employees to use as needed during the year for personal or family illnesses, in accordance with all state and federal laws and regulations. This policy applies to all Company employees, not covered by collective bargaining agreements, except where required by law.

### Earned Sick Time Accrual and Use Terms and Conditions

- Eligible employees accrue 1 hour of Earned Sick Time for every 30 hours worked, up to a maximum of 40 hours in a calendar year.
- Employees start accruing Earned Sick Time on the first day of work with the Company and are eligible to use the accrued Earned Sick Time following the completion of 90 consecutive days of work, unless otherwise required by law.
- Employees are allowed to carryover up to 40 hours of unused Earned Sick Time into the next calendar year, however, use of Earned Sick Time may not exceed 40 hours in a calendar year.
- An employee who missuses Earned Sick Time will be subject to disciplinary action up to and including termination of employment.
- Earned Sick Time can be used for the following reasons:
  - To care for an employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
  - To care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
  - To attend a routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse.
  - To address the psychological, physical or legal effects of domestic violence.
  - To travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.
- Employees are allowed to use Earned Sick Time in 1-hour increments.
- Employees must notify the Cashman Human Resources seven days prior to use of the requested Earned Sick Time, except for emergency circumstances.





- The Company will require medical documentation to verify the use of Earned Sick Time for medical purposes, in accordance with statutory rules and regulations. The employee will have 7 days to provide certification, at the request of the Company. In the event that the employee fails to provide documentation, the employee will repay the Company the sum paid to the employee as Earned Sick Time.

#### Earned Sick Time Preclusions

- Employees will not be reimbursed or paid for unused Earned Sick Time at any time, including termination of employment.
- Earned Sick Time may not be used to compensate for time away from work in the absence of other benefit time.
- Employees are prohibited from using Earned Sick Time for reasons other than its intended purpose.
- Employees are precluded from using Earned Sick Time as an excuse for being late to work without proper notice and approval.
- The Earned Sick Time Policy outlined above does not apply to those work-related illnesses or injuries that are covered by Workers' Compensation Insurance.

Improper use of Earned Sick Time is a violation of policy which may result in disciplinary action up to and including termination. As with all personnel matters, exceptions to the above due to extenuating circumstances will be considered by Senior Management on an individual basis.

#### Vacation

The Company offers vacation time to regular full-time and part-time employees. Full-time hourly and salaried employees become eligible for vacation time after completing 60 days of continuous employment with the Company and will accrue .8333 days per month up to a maximum of 10 days per calendar year through the completion of 5 years of continued service. Full-time employees who complete 5 years of continuous employment with the Company are eligible for 15 days of vacation per year (accrued at the rate of 1.25 days per month). On the employment anniversary, following the completion of 10 years of continuous employment and on the employment anniversary of each year thereafter, all full-time hourly and salaried employees are eligible to earn one additional day of vacation time per year up to a maximum of 20 days per calendar year.

During the first year of employment, the employee's vacation accrual is prorated based upon the employee's date of hire. In order to receive the monthly vacation accrual, the employee must be an active employee at the end of the month. Any employee who separates from employment prior to the end of the month will not receive the monthly vacation accrual for that month.

Part-time employees who work a minimum of 32 hours per week are eligible to accrue vacation time after the completion of 6 months of continuous work with the Company. Part-time employees accrue .6667 days per month up to a maximum of 8 days per calendar year, provided that the average hours worked in a week throughout the calendar year are not less than 32 hours per week and there is no break in service of more than 30 days. Part-time employees who work less than 32 hours per week are not eligible to accrue vacation time.

Employees are encouraged to use their accrued vacation time within the calendar year. As a general rule, vacation time does not roll over from year to year and expires at the end of the first quarter of the





following year, unless authorization to carry over the time is approved by Senior Management. In the event that an employee is unable to use their accrued vacation time due to work scheduling issues or similar circumstances, please notify the Department or Project Manager, or Senior Management to ensure that accrued vacation time is not unintentionally lost or forfeited.

The Company may permit employees to borrow against any future earned vacation time. However, this is at the sole discretion of Senior Management and will be determined on a case-by-case basis. Should employment with the Company end for any reason, vacation time earned but not taken by the employee will be included in the employee's final paycheck. Similarly, any vacation time borrowed will be deducted from the employee's final paycheck in order to re-pay those unearned days back to the Company to the extent allowed by applicable law.

Company-recognized holidays that intersect with an employee's scheduled vacation period will be recorded as holiday pay and not charged as vacation time.

The Company President and CEO has the sole discretion to modify the Company's Vacation Policy without prior notification. Exceptions to the Company's Vacation Policy will be considered on an individual basis.

## Vacation Request

The use of accrued vacation time requires management approval. In an effort to ensure appropriate office and field coverage, vacations must be scheduled and approved at least 4 weeks in advance of the requested time off. Employees are encouraged to use vacation time in full day increments; however, an employee may request use of vacation time in a half day increments on a case-by-case basis. The use of vacation time must be reflected on the employee's weekly timesheet. Employees are required to report all vacation time used and failure to provide an accurate timesheet may result in disciplinary action.

All vacation requests must be approved by the Project or Department Manager to eliminate scheduling conflicts. A Vacation Request Form must be completed and signed by both employee and the Project or Department Manager. A copy of the vacation request must be sent to the Human Resources Department.

The Company will make every effort to approve all employee vacation requests, however, the Company reserves the right to approve or deny any vacation requests that conflict with project or staffing schedules. Where conflicts develop, the manager will make every effort to resolve and accommodate the employee request as fairly as possible. Requested time periods may not always be granted exactly as submitted, if the vacation interferes with project or department work schedules.

The vacation request form is located in the Resource Library on the *BeneTrac Employee Benefit Portal* or employees can request a form from the Human Resources Department.

## Holidays

The Company "Holiday Schedule" is distributed at the end of each calendar year for the upcoming calendar year. In recognition and observance of holidays, the Company is closed for normal operations. In the event that a Holiday falls on a regularly scheduled workday and the employee's position is not needed for basic operations, the employee is not expected to come into the office. Eligible employees receive their regular rate of pay for the holiday and are not required to go without pay or use their accrued vacation time.

Eligibility requirements for holiday pay for full-time and part-time employees, not covered by collective



bargaining agreements or subject to a rotational schedule, are as follows:

- Full-time employees are paid 8 straight time hours for each Company designated holiday throughout the calendar year.
- Regular part-time employees who have worked for the Company for a minimum of 6 months of continuous employment and not less than 32 hours per week are paid for holidays based upon the number of straight time hours they are normally scheduled to work.
- Temporary and provisional employees are not paid for holidays, unless they are specifically requested to work on the designated holiday.

#### Terms and Conditions for the Use of the Holiday Pay

- If a holiday is observed on an employee's regularly scheduled workday and the position is needed for basic operations, the employee will work the holiday and select an alternative workday to be off with pay.
- If the holiday falls on a Saturday, Friday will be the observed day off; if the holiday falls on a Sunday, Monday will be the observed day off. Project and Department Managers may schedule a "skeleton crew" on these days. Employees may have the option of choosing either day, with Supervisor approval.
- Employees should plan to not work on scheduled holidays, unless requested by management to work. Scheduling of staff for necessary coverage of operations on a holiday will be determined by and is at the discretion of the Project or Department Manager.
- Hourly employees who are scheduled to work on an observed holiday, and the position is needed for basic operations, the employee will work the holiday and select an alternative workday to be off with pay.

#### Holiday Observance Religious Accommodation

Employees who wish to observe a holiday not included in the "Holiday Schedule" are eligible to use accrued vacation time or will not be paid for the day. Any employee who requests time off from work for the observance of a religious holiday not included in the "Holiday Schedule" is eligible to use accrued vacation time. In order to ensure sufficient operational coverage, the employee is required to have supervisory approval for the time off from work. The Company may make reasonable accommodation for employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Company. This request must be submitted to the Project or Department Manager and arranged in advance of the holiday to determine adequate operational coverage.

## 11. LEAVE POLICIES AND PRACTICES

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### *Family Medical Leave of Absence Act (FMLA)*

Regular full-time employees and part-time employees who are unable to work because of a serious health condition, or to care for a child, parent, or spouse with a serious health condition, may be eligible for a leave of absence, pursuant to the *Family Medical Leave of Absence Act* (FMLA). Regular full-time and part-time employees who have completed 12 months of continuous employment with the Company and have



worked a minimum of 1,250 hours in a 12-month rolling period are covered by the FMLA.

FMLA entitles eligible employees to take unpaid, job-protected, leave of absence for up to 12 weeks within a 12-month period for a qualifying event, such as:

- Treatment of a serious health condition including pregnancy.
- Birth and care of a dependent child, within one year of birth.
- Placement with the employee of a child for adoption or foster care, within one year of the placement.
- Care of an immediate family member (spouse, child, or parent) who has a serious health condition.
- Qualifying exigency related to the foreign deployment or order to active duty of the employee's spouse, son, daughter, or parent.

FMLA also covers circumstances where leave may be taken intermittently or on a reduced work schedule temporarily, with proper documentation from the treating physician.

#### Military Service Caregiver Leave

FMLA provides up to 26 work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next-of-kin of the service member (*Military Caregiver Leave Act - 2013 Revision*).

#### Family Medical Leave Request

The employee must submit a written leave request to the Human Resources Department providing at least a 30-day advance notice, if possible, and include the expected date of return to work.

#### Medical Certification

The employee will have 15 calendar days to provide medical certification to the Company, in accordance with FMLA, to support the leave request. The employee is responsible for any cost associated with obtaining the medical certification from a health care provider which must include:

- Contact information for the healthcare provider
- Date when the medical conditions started and expected duration
- Appropriate medical facts
- Statement supporting the employee's inability to work due to serious illness or need to care for a family member with a serious illness
- Type of leave needed- intermittent or continuous

The employee will have seven (7) calendar days to provide the missing information to the Company to support the leave of absence. In accordance with FMLA, the Company has the right to request a second medical opinion if there is any concern or ambiguity about the validity of the medical certification. Supplemental information may be required to support the need for the leave. Failure to provide the requested medical certification may result in the denial of the employee's FMLA leave of absence request.

#### Return to Work

The employee must provide medical certification in order to return to work if the leave of absence was due to personal illness or injury. Pursuant to FMLA the employee will return to the same position or an equivalent position and maintain the same employment status, rate of pay, and length of service credit. If the Company is unable to return the employee to the exact same job, the new position must:



- Encompass the same or substantially similar duties, responsibilities, and status.
- Include the same general level of skill, effort, responsibility, and authority.
- Offer identical pay, including equivalent premium pay, overtime, and bonus opportunities.
- Offer identical benefits (such as life insurance, health insurance, disability insurance, sick leave, vacation, educational benefits, pensions, etc.).
- Offer the same general work schedule and be at the same (or a nearby) location.

This provision does not apply to employees who were hired to work on a specific project where employment with the Company ends when the project is completed, and the employee would not have otherwise continued to be employed.

The Company will make every effort to return the employee to the same or similar position but is not required to restore the employee to the same position if the employee does not return to work and exhausts FMLA leave allowance.

Should the employee decide not to return to work, a letter of resignation with as much advance notice as possible should be submitted to the Human Resources Department. If an employee fails to return to work after the 12-week period expires, the Company will assume that the employee has resigned, and the employment relationship will be terminated.

#### Key Employee Reinstatement

There are certain key employees within the Company that may not be guaranteed reinstatement to their positions following FMLA leave. FMLA defines a key employee as a “salaried, FMLA eligible employee who is among the highest paid 10 percent of all the employees working for the employer within 75 miles of the employee’s worksite” whose reinstatement would cause “substantial and grievous economic injury” to the Company. Although the health and well-being of all employees are of paramount concern and the Company makes every effort to support all Cashman employees, reinstatement of employees in key roles within the organization will be determined on a case-by-case basis by Senior Management.

#### Employee Benefit Plan Enrollment

The employee’s participation in the Company’s health and benefit plans will continue throughout the approved FMLA leave of absence. There will not be any interruption of benefits. Should the employee’s leave of absence exceed 12 weeks, the employee may be eligible to continue coverage pursuant to COBRA and must contact the Human Resources Department for arrangements regarding the total monthly premium.

#### Use of Accrued Sick and Vacation Time

The Company requires that an employee use all accrued vacation time and earned sick time during the approved FMLA leave of absence. Vacation time and earned sick time does not accrue during FMLA leave of absence.

#### *Small Necessities Leave Act*

The *Small Necessities Leave Act* (SNLA) provides regular full-time and part-time (average 32 hours per week) employees 24 hours of unpaid leave annually for appointments that are directly related to health, education, and wellness of the employee’s children and/or elderly parent.



This includes:

- Routine health and wellness appointments
- Educational activities that directly benefits the educational advancement of the employee's child(ren)
- Eldercare including routine health and wellness appointments or other professional eldercare services

Regular full-time and part-time employees who have completed 12 months of continuous employment with the Company and worked a minimum of 1,250 hours in a 12-month period are eligible for 24 hours of unpaid leave pursuant to SNLA, which can be taken intermittently.

#### *Small Necessities Leave Act Request*

The employee must submit a written request for SNLA time off from work to their immediate supervisor, providing a minimum of 7 days' notice. If the employee has a need for the SNLA leave that is not foreseeable, the employee must give notice as soon as practicable to his/her immediate supervisor. Copies of these requests should be sent to the Human Resources Department. Although the SNLA leave time is unpaid, the employee may use accrued vacation time.

#### Parental Leave

The Company provides 8 weeks of unpaid Parental Leave to eligible full-time employees for the birth or the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption. To be eligible for Parental Leave, the employee must be a regular full-time employee who has successfully completed the Company's initial 60-day probationary period. Eligible employees are entitled to 8 weeks of unpaid leave after they have given birth to a child, or in conjunction with the adoption of a child. If both parents of the child work for the Company, they are entitled to only the aggregate of 8 weeks of Parental Leave.

#### Return to Work

The employee is required to return to work at the end of the 8-week period. The Company will make every effort to restore the employee to the same position or similar position with no change in employment status, rate of pay, and length of service. The Company, however, is not required to restore an employee on parental leave to his/her previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or due to other changes in operating conditions; provided, however, that such employee on parental leave shall retain any preferential consideration for another position to which he/she may be entitled as of the date of leave.

#### Parental Leave Request

The employee must submit a written request for Parental Leave to the Human Resources Department, providing a minimum of 2 weeks' notice of the expected departure date and notice of intent to return to work. The Company requires that an employee use all accrued vacation time and earned sick time during the approved Parental Leave of Absence. Vacation time and earned sick time does not accrue during Parental Leave of Absence.

#### Military Leave (Service)

The Company is committed to protecting the job rights of employees absent on Military Leave. In



accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership.

Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resources Department.

The Company will provide employees who are on active duty in the Uniformed Services of the United States, including Reservists and National Guard members, an unpaid leave of absence for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Although a Military Leave is unpaid, the employee may use accrued vacation time. The employee will not accrue vacation and earned sick time during the Military Leave of Absence.

Enrollment in the Company's health insurance plan will continue for up to a maximum of 30 days of leave. If the employee's Military Leave exceeds 30 days, the employee's participation in the Company's health insurance plan would terminate; however, the employee is eligible to continue the health insurance benefits through COBRA.

#### Military Leave Request

The employee must notify the Human Resources Department and request the leave of absence, providing as much advance notice as possible or reasonable under the circumstances. Written notice is preferred, but not required under the law or this policy. Along with the request for a leave of absence, the employee should include the supporting documentation for verification purposes.

#### Return to Work

The Company will make every effort to reinstate the employee to the same or similar position with no change to employment status, rate of pay, or length of service credit in accordance with the *Uniformed Services Employment and Reemployment Rights Act of 1994* (USERRA 38 U.S.C. 4301-4335).

#### Leave Related to Domestic Violence, Sexual Assault, Stalking, or Kidnapping

For purposes of this policy, "family member" means: (i) a parent, step-parent, child, step-child, sibling, grandparent or grandchild; (ii) a married spouse; (iii) persons in a substantive dating or engagement relationship and who reside together; (iv) persons having a child in common regardless of whether they have ever married or resided together; or (v) persons in a guardianship relationship.

The employee may use the leave for one of the following purposes: (i) seek or obtain medical attention, counseling, victim services or legal assistance; (ii) secure housing; (iii) obtain a protective order from a court; (iv) appear in court or before a grand jury; (v) meet with a district attorney or other law enforcement official; or (vi) attend child custody proceedings or address other issues directly related to



the abusive behavior against the employee or family member of the employee. An employee who is the perpetrator of the abusive behavior is not entitled to take leave under this policy.

Except in cases of imminent danger to the health or safety of an employee, an employee seeking leave from work under this section must provide at least two weeks' notice of the leave to the Company. In cases of threat of imminent danger to the health or safety of an employee or the employee's family member, the employee is not required to provide advance notice of leave, but must notify the Company within three (3) workdays that the leave was taken or is being taken under the Law.

The Company may request that an employee provide documentation evidencing that the employee or employee's family member has been a victim of abusive behavior and that the leave is taken under this policy. An employee must provide such documentation to the Company within a reasonable period after the Company requests documentation relative to the employee's absence. The Company will maintain confidential all information related to the employee's leave under this policy and will not disclose such information except to the extent that disclosure is: (i) requested or consented to, in writing, by the employee; (ii) ordered to be released by a court; (iii) otherwise required by applicable federal or state law; (iv) required in the course of an investigation authorized by law enforcement; or (v) necessary to protect the safety of anyone employed at the workplace.

Employees who take leave under this policy will not be retaliated against or otherwise discriminated against for doing so.

### Bereavement Leave

Full-time Company employees are eligible up to 3 days of paid leave to attend the funeral of an immediate family member. Immediate family is defined as parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, and grandchildren.

Funeral or Bereavement Leave for the death of anyone other than an immediate family member will require prior approval from your immediate supervisor. Employees are eligible to use any accrued vacation time for Funeral Leave that is ineligible as defined herein provided that the employee's supervisor has approved the absence; otherwise the employee will not be paid for the absence. The employee may be required to provide supporting documentation.

### Jury Duty

The Company will pay for the first 3 days, or part thereof, of Juror Service. You will receive your full salary or hourly rate for scheduled hours of work while you are on Jury Duty for up to 3 business days. Your benefit accruals will remain in effect during an approved Jury Duty leave. In the event you are dismissed early from Jury Duty service, you are required to report to work for the remainder of the day. Please provide your immediate Supervisor with a copy of the jury summons as soon as possible after you receive it so that coverage can be provided during your absence.

### Leave of Absence Request and Compliance

All employees are required to submit all leave requests in writing to the Human Resource Department. In the event that an employee fails to submit a timely Leave Request and does not report for work, the





Company will assume that the employee has resigned. Moreover, after 3 days of unauthorized absence, if the Company does not receive an acceptable explanation, the Company will assume that the employee has abandoned his/her position and the employee will be terminated.

The Company will not allow any employee to be subjected to retaliation or adverse employment action resulting from the submission of a Leave Request and exercising his or her rights under applicable laws or policies. If any employee believes that he or she has been subjected to discrimination in violation of the Company's leave policies, the employee should immediately contact the Human Resources Department.

## 12. BUSINESS TRAVEL AND EXPENSE MANAGEMENT

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### Business-Related Expenses

The Company recognizes that employees may incur expense in the course of doing work performed on behalf of Company. In the event that expenses are incurred, the individual must submit receipts and a summary of the charges to the Project or Department Manager for approval. Once the expense is approved, the Company will reimburse the employee for the business-related expense.

Questions concerning any allowance or expense reimbursement should be directed to the employee's Project or Department Manager.

### Travel Policy

The Company has implemented a travel policy and partnered with a provider for all business-related travel, including but not limited to: air and vehicle transportation, lodging, and limousine and car service. The Cashman Travel Administrator is responsible for coordinating and booking all employee travel.

Employees who work a rotational schedule must make every effort to book travel as soon as practical to avoid the added cost that results from last minute travel. Employees are expected to schedule rotational travel after the completion of their last shift and return to the project before the start of their next shift. Project Managers must approve all rotational travel itineraries. Employees will be required to use accrued vacation time for any time missed from work that results from improper scheduling of time off.

The Company will pay for and reimburse employees for reasonable expenses incurred in connection with approved business travel. All travel must be pre-approved by the employee's Project or Department Manager. The Company reserves the right to deny any travel-related expenses for which the employee did not obtain prior approval.

Please see the Travel Policy, Appendix E for the specific policy information, travel request procedures, individual and multi-person Travel Request and Expense Reimbursement Forms, and a list of travel-related expenditures.

### Vehicle Use Policy

The Company Vehicle Use Policy applies to all vehicles owned and maintained by the Company including rental and personal vehicles. The Company, in its sole discretion, will determine which projects and job responsibilities warrant the assignment of a vehicle or vehicle allowance. Only specified drivers may drive Company Vehicles. The Company has the right to inspect an employee's Company vehicle at any time with or without notice. Any deviation from the vehicle assignment to another employee must be reported to



and approved by Senior Management.

All employees who operate a vehicle are expected to:

- Maintain a valid U.S. driver's license, and immediately report any changes in license status.
- Exercise care and operate vehicles in accordance with all safety standards and guidelines required by the Registry of Motor Vehicles, state and federal safety regulations, and Company policies.
- Ensure that all safety devices, including seat belts, are used by all vehicle occupants.
- Report all accidents and traffic violations (including parking violations), and unsafe vehicle conditions or concerns immediately.
- Perform proper maintenance and maintain the vehicle in a clean and orderly manner.

Each employee may be required to provide a copy of his/her driving record on an annual basis, upon request. The Company has the exclusive right to evaluate the employee's driving record and reserves the right to suspend or revoke driving privileges. Non-authorized drivers include those who have been cited for three or more moving violations in a year as well as those who have committed any action(s) detrimental to the operation or reputation of the Company.

## Corporate Credit and Fuel Card

Company credit cards may be issued on a limited basis to Project and Department Managers for business-related expenses and fuel costs to support business operations. The Company President and CEO or his designee must provide authorization for an employee to be issued a Company credit card. An employee profile will be established with assigned permissions, restrictions, and limits for purchases for each credit cardholder.

Employees who have been issued a Company credit card are required to reconcile credit card charges and provide the associated receipts to the Accounting Department on a weekly basis. Employees must code the receipts with the appropriate account numbers and the business purpose for all expenditures should be documented on the receipt. Expenditures without receipts require a detailed description and purpose for the transaction.

The employee will be responsible for reimbursing the Company for all expenses that are covered by weekly subsistence, not work-related, or inconsistent with the Company's policy and practices. Noncompliance with this policy may result in the suspension or revocation of the Company credit card, and the employee may be subject to disciplinary action up to and including termination of employment. In the event that an employee's Company-issued credit card is lost or stolen, the employee must immediately notify the credit card company and the Accounting Department.

## Fuel Charges

Employees authorized to purchase fuel using the Company credit card are required to provide an accurate vehicle odometer reading at time of fuel purchase along with an employee ID number. The purchase of fuel is restricted to the purchase of unleaded gas and not to be used for the purchase of supreme fuel. Any fuel costs associated with personal use must be paid by the employee. The Company reserves the right to seek reimbursement for all fuel costs that are deemed to be excessive or inconsistent with policy.

Please contact the Accounting Department for information about the use of Company credit cards and reimbursement procedures for business-related expenses.



## Subsistence

The Company may provide subsistence to employees assigned to a project to cover added living and travel expenses, not covered by the Company, while working at a project location, away from home. These added expenses include:

- Temporary lodging
- Meals
- Sundry and ad hoc expenditures
- Parking, tolls, and incidental travel costs

Subsistence is generally applied to assignments for which an employee is required to travel in excess of 100 miles each way from their permanent residential address to the project location. Subsistence is usually a per workday allowance; however, subsistence can be allocated to an employee on a monthly basis. The Company President and CEO, or his designee, has the sole discretion to determine the subsistence amount and the terms under which subsistence will be applied to any employee.

The Company President and CEO or his designee have the unilateral right to amend the terms, conditions, and/or application of the subsistence policy without notice.

## Mileage Reimbursement

Business mileage is the travel an employee incurs beyond normal commuting mileage (from home to the office or project location and home again) on a normal workday. The Company will reimburse business-related mileage at the approved Standard Mileage Rate published annually by the IRS. The mileage reimbursement rate includes gas, vehicle maintenance, insurance, and other personal vehicle-related costs. In the event that an employee's fuel is paid by the Company separately, the cost of fuel will be deducted from the total amount mileage expense reimbursement. The Company will not reimburse the cost of general commuting (travel between lodging or residence and the office, project, or work site location).

## 13. PERFORMANCE AND TRAINING

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***"Four short words sum up what has lifted most successful individuals above the crowd-  
a little bit more. They did all that was expected of them and 'a little bit more.'"***

***- Lou Vickery***

## Performance Evaluations

The Company's Performance Management objective for all employees is to engage in continuous, meaningful, constructive discussions, and establish open lines of communication on a daily basis. Unlike many companies, our performance evaluations are conducted in a manner that affords the employee with the opportunity to provide constructive feedback about their overall experience and role within the organization directly to the Company Chairman and President and CEO in an informal manner.

The Company Chairman and President and CEO aim to personally meet with every employee on an annual basis to discuss the employee's job performance and objectives, share innovative ideas, and discuss the future of the Company. The Company Chairman and President and CEO are also able to gain valuable insight into the inner workings of the Company, assess employee engagement and morale, and identify



areas of improvement. With this approach, all employees contribute to the total work experience and success of organization as a whole.

The Company recognizes the importance of conducting annual performance reviews; however, employees and managers are encouraged to discuss job performance, benchmarks, and goals on an informal, continual basis. Project and Department Managers make every effort to meet with employees on a consistent basis, generally annually, to solicit feedback and encourage teamwork and personal growth.

The Company's performance evaluation process is valuable for both the employee and manager. It provides the opportunity for the employee and manager to discuss job tasks and performance, recognize strengths, identify and correct weaknesses, establish goals, and discuss positive, purposeful approaches for meeting objectives. The performance evaluation process also provides the employee with the opportunity to communicate with the manager on matters such as job satisfaction, work environment, personal achievements, and career development goals.

Consideration for merit increase is based upon work performance, skill level necessary to perform the job functions, educational requirements, licenses, certification requirements and Company performance and budgetary concerns. In addition to work performance evaluation, consideration for a merit increase will also include attendance, disciplinary record, and contribution to the overall growth and development of the Company.

## Promotions

The Company's philosophy is to promote from within when positions become available, provided that existing personnel have the necessary qualifications, licenses, and certifications for the position.

When opportunities for promotions, and/or transfer occurs, Project and Department Managers are expected to review the work performance, background, experience, education, and skill level, of an existing employee for consideration for the job opening before initiating a request to recruit for the position outside of the Company.

The Company has the sole discretion to hire any person outside of the organization to meet Company objectives and support the continued growth of the organization.

## Transfers

Given the nature of the construction industry and projects that are undertaken by the Company, transfers of employees between positions, projects, and locations may occur from time to time; in each instance, employees will be informed by the Project or Department Manager with as much advance notice as possible. The Company has the sole discretion to transfer existing qualified staff as deemed necessary to support Company and project operations.

# 14. SEPARATION FROM EMPLOYMENT

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## Termination

Termination of the employment relationship commonly arises when project work has been completed and field project ends, and an employee cannot be deployed to other projects. Terminations can also result from poor work performance, failure to comply with Company directives, inappropriate behavior,



and violation of Company Policies and Procedures.

The Company recognizes that circumstances surrounding a termination are unique for each employee. The terms, conditions, and procedures by which an employee is terminated are evaluated and applied on an individual, case-by-case basis in accordance with all legal and contractual requirements.

Terminated employees will receive the balance of any accrued vacation time as outlined under the appropriate sections of these policies. In the event that an employee borrowed vacation time against future vacation accrual, the balance owed to the Company will be withheld from the employee's final paycheck. Employees will not be reimbursed or paid for unused Earned Sick Time at any time, including termination of employment. Employees are expected to return all Company property and any and all Company confidential information in any forms at the time that employment ends with the Company or at any time return is requested by the Company.

#### Immediate Dismissal

All employees maintain an "At Will" employment status throughout their employment with the Company. This means that the Company has the right to immediately terminate any employee, regardless of the circumstance. The commission of any serious infraction by an employee may result in immediate termination of employment and removal from any location owned, operated, or under the control of the Company. The President and CEO or his designee, has the sole discretion to determine the factors under which a circumstance warrants the immediate termination of an employee.

#### Voluntary Termination

In the event that an employee voluntarily resigns from the Company, it is preferred that the employee provides a written notice of resignation to the Project or Department Manager and the Human Resources Department at least 30 days in advance of the anticipated departure date (but not less than a minimum of 2 weeks). If an employee is unable to provide advance notice of departure, the employee may be considered ineligible for future rehire. An employee who voluntarily resigns from employment will not receive any severance or separation pay. If an employee who voluntarily resigns from employment and is subsequently rehired, the employee will be considered a new employee for benefit eligibility and vesting purposes, as applicable, in accordance with the Company plan documents.

#### Employee Separation Process

The Project or Department Manager will generally oversee the departure process of the employee. The Company aims to conduct exit meetings/interviews with departing employees and the Project or Department Manager and/or Human Resources at or around the time of departure. At such meetings, departing employees will have an opportunity to provide constructive feedback about their overall experience working for the Company.

Any employee who terminates his or her employment, or is terminated by the Company, shall return all Company property including but not limited to: laptop, cell phone, air card, iPad or tablet, credit card, files (of any kind), keys, tools, materials, equipment, furnishings, and any other materials whatsoever that is the property of the Company as defined in this Handbook.

Unless otherwise prohibited by applicable state or federal law, final settlement of the employee's pay will not be made until all Company property is returned in satisfactory condition. The cost of replacing any items not returned will be deducted from the employee's final paycheck, or, if this is not possible, due to



legal restrictions or otherwise, legal action may be taken to recover any property or monies due the Company. **The failure to return all Company property, records, and confidential information is considered theft and is subject to criminal prosecution.**

Once all property has been retrieved and other conditions have been mutually satisfied during the exit interview, the departing employee will receive their final check, which will include all final work hours and any remaining vacation time balance owed by the Company to the employee or deduction of the balance for a vacation time advancement incurred as a result of the employee borrowing against future vacation time.

## 15. FINAL WORDS

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**O**ur management team is committed to providing you and all of our employees with the support, working environment, and organizational structure to be successful in your career with the Company.

Every employee has an important role, and we value the abilities, experience, and background that each employee brings to us. We hope that your employment proves to be mutually satisfying and that you will make an important contribution to our collective future.

We encourage you to strive for excellence and **THINK IMPOSSIBLE!**

***Each policy described in this Handbook shall be interpreted in such a manner as to be effective and valid, under the applicable law. In the event that any provision contained herein is held to be invalid, illegal, or unenforceable under applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality, and enforcement without invalidating the remainder of the agreement.***



## 16. APPENDICES

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<b>Appendix A:</b>	Employee Handbook Receipt and Review of Company Policies/Acknowledgment Form
<b>Appendix B:</b>	Confidentiality, Disclosure, Proprietary Use Policy/Acknowledgment Form
<b>Appendix C:</b>	Drug and Alcohol Testing Policy and Procedures
<b>Appendix D:</b>	Innovation Program





### Appendix A: Employee Handbook Receipt and Review of Company Policies

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I, \_\_\_\_\_, an employee of Jay Cashman, Inc. and its affiliates or related companies (the  
(PRINT NAME)

“Company”), have read the Company’s Employee Handbook, understand the Company’s policies and procedures, and acknowledge that my adherence to those policies and procedures is vital to the proper functioning of the Company. I understand that my failure to adhere to the policies and procedures set forth in the Employee Handbook may subject me to disciplinary action including the termination of my employment.

I acknowledge that I have received the Employee Handbook, have reviewed the Company’s policies and procedures as described in the Employee Handbook, and understand the importance of the Company’s policies and procedures, and expressly acknowledge and agree to the Company’s:

- Equal Employment Opportunity Policy (§2 of the Employee Handbook)
- Harassment and Discrimination (§2)
- Employee Code of Conduct and Workplace Violence Policies (§4)
- Confidentiality, Disclosure, and Proprietary Use Employee Policies (§5/Appendix B)
- Info Technology, Internet, Email, & Use of Company-Issued Equipment Policies (§6)
- Social Media Policy (§6)
- Care for and Return of Company-Issued Equipment Policies (§6)

I am aware that all Company policies, procedures, and forms are available in the Jay Cashman, Inc. Policies and Procedures folder on the shared drive and also on the Cashman Employee Benefit Portal in the Resource Library on the BeneTrac website.

Further, I agree to sign the Company’s Confidentiality, Disclosure, and Proprietary Use Policies Agreement/Acknowledgment (Appendix B) as required by the Company.

***I certify and confirm that I will comply with all of the Company policies and procedures to the fullest extent allowed by law and that this is a true and correct statement by my signature below:***

Acknowledged and Accepted.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date




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**Appendix B: Confidentiality, Disclosure, Proprietary Use Policies/Acknowledgment Form**


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All Company employees are required to read and comply with the Company's Confidentiality, Disclosure, and Proprietary Use Policies in accordance with all state and federal laws. These Policies are detailed under Section 5 of the Employee Handbook.

**ACKNOWLEDGMENT**

I hereby acknowledge and understand that in the course of my duties as an employee of the Company, I may be exposed to or see personal, confidential, and privileged information regarding the Company, its subcontractors, joint venture partners, suppliers, clients, and fellow employees. I agree not to disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the Company.

I understand that, as a condition of my employment, I am responsible to protect such information and all such information that is the exclusive property of the Company. I will ensure its appropriate use and agree to take proper precaution, exercise care, and use good judgment to avoid any breach of privacy, release, and/or disclosure of confidential information—whether or not it has been designated specifically as “confidential”—to anyone, except in the responsible exercise of Company business.

I understand that discussion, removal, or duplication of confidential information not relevant to business needs is strictly prohibited. Employees are not to discuss proprietary information and/or disclose or share computer passwords.

I understand that under no circumstances will I use my position as an employee of the Company to obtain, gather, or copy any such information which is not needed in the normal course of my employment and will not tamper with, alter, change, or destroy any records or any confidential information contained in any document, record, or database maintained in electronic, written, or printed form by the Company. I understand and agree that if I violate this Confidentiality Requirement, my employment with the Company may be terminated, and that I may be subject to criminal prosecution.

***I certify and confirm that I will comply with all provisions of the Confidentiality, Disclosure, and Proprietary Use Policy to the fullest extent allowed by law and that this is a true and correct statement by my signature below:***

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**Employee Signature**


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**Employee Name (Print)**


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**Date**



## Appendix C

# DRUG- AND ALCOHOL-TESTING POLICIES & PROCEDURES

*Our Commitment to Ensure a Safe and  
Productive Workplace*



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## 1.0 POLICY STATEMENT

Jay Cashman, Inc. and all of its subsidiaries or affiliates (the “Company”) are committed to providing a safe, healthy, and productive work environment for all of our employees free from the adverse effects of drug abuse and alcohol misuse. We consider our employees to be our most valuable asset and we are steadfast in our commitment to protecting our employees and the communities in which we work. Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, and to the goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential, the Company is committed to assuring a drug- and alcohol-free working environment for all of its employees.

This Drug and Alcohol Policy and Testing Program (the “Policy”) outlines the goals and objectives of the Company’s substance abuse testing program and provides guidance to supervisors and employees concerning their rights and responsibilities for complying with the Policy and a means to achieve our objective of maintaining a drug- and alcohol-free work environment. As a condition of employment, all Cashman employees are required to abide by the terms of this Policy.



## 2.0 SUBSTANCE ABUSE TESTING PROGRAM

As a Marine Employer, the Company is required to have a drug and alcohol policy and testing program. This Policy was established in accordance with the guidelines set forth in Title 46 Code of Federal Regulations (CFR) Parts 4 and 16. The Policy applies to all employees, safety-sensitive employees, contractor-employed personnel, and persons seeking employment with the Company. Safety-sensitive employees includes all Company employees who operate vehicles, vessels, or equipment (registered and unregistered) owned, leased, rented, or used for business purposes. Any employee who maintains a USCG license and those who may be called upon to work on a vessel or to operate vehicles, vessels, or equipment are considered to be in a safety-sensitive position. For purposes of this Policy, references to “employees” include all individuals performing services on behalf of the Company, including, without limitation, temporary personnel.

The drug and alcohol testing provisions of this Policy do not apply to: (a) employees who are covered by a labor agreement or contract that governs or otherwise conflicts with the subject matter of this Policy; or (b) employees working in any state in which the laws of that state conflict with the terms of this Policy. This Policy does not supersede Department of Transportation (DOT) regulations, United States Coast Guard (USCG), or any other federal or state drug testing mandates or substance abuse testing programs governed by a collective bargaining agreement, project labor agreement, or contractual requirement, which, in the case of a conflict with this Policy, shall prevail.

The term “substance” covered under this Policy includes, but is not limited to: alcohol, drugs that are illegal under federal law, regardless of whether they are legal under any state or local law (hereinafter “illegal drugs”), inhalants, and prescription and over-the-counter drugs. For the avoidance of doubt, all references to illegal drugs in this policy include marijuana.

It is a standard of conduct for an employee of the Company to report to work or work without the presence of illegal drugs or alcohol in his or her body. In order to maintain this standard, the Company has established and maintains the program and rules set forth below. The Company reserves the right to conduct drug and alcohol tests at any time in accordance with this Policy. Any employee who is determined to be non-compliant with or in violation of this Policy, refuses to be tested or retested, or attempts to manipulate or falsify a test or otherwise provides false information in any manner will be subject to disciplinary action up to and including immediate rescission of an offer of employment or termination of employment.

The use of illegal drugs and misuse of alcohol and prescription drugs have serious adverse health and safety consequences. Information about those consequences and sources of help for drug or alcohol problems are available through the Company’s Employee Assistance Program (EAP).

Exceptions or adjustments to this Policy may be considered for individuals who are users of prescription marijuana if the employee has requested and been granted a reasonable accommodation for a known disability that does not pose an undue hardship to the Company and the employee does not pose a direct threat to the health and safety to themselves or others. It is the employee’s duty, however, to disclose the prescription use of medical marijuana and to seek a reasonable accommodation to this Policy. Employees who do not engage in the interactive process will not be granted exceptions or adjustments to this Policy as an accommodation.





Pursuant to federal law, marijuana remains a drug listed in Schedule I of the Controlled Substances Act. It remains unacceptable for any safety-sensitive employee subject to drug testing under the Department of Transportation's drug testing regulations to report to work under the influence of marijuana regardless of medical condition or state law.

## 2.1 Drug and Alcohol Testing for All Cashman Employees

Testing conducted under this program is limited to five prohibited and dangerous drugs illegal under federal law (marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines,) and alcohol. All samples collected are urine samples and must be analyzed at Health and Human Services (HHS) certified labs in accordance with DOT procedures contained in 49 CFR 40. All Cashman employees will be subject to drug and alcohol testing under the following provisions:

**Pre-Employment Testing:** As a condition of employment, all successful candidates are required to complete and successfully pass a drug and alcohol test prior the first day of employment. Employees returning to a safety-sensitive position with the Company after 30 or more days absent must either satisfactorily complete a drug test or provide acceptable documentation that he or she has passed a drug and alcohol test within the preceding 30 days by a National Institute on Drug Abuse/Substance Abuse and Mental Health Services Administration (NIDA/SAMHSA) certified laboratory, or state-specific certified laboratory, where applicable. Prospective employees who refuse to submit to this test will not be permitted to work for the Company and will have their offers of employment rescinded.

Refusal by any candidate or returning employee to comply with the testing procedure will disqualify them from consideration for employment. Until such time as successful candidate or returning employee actively complies with this program, the candidate or returning employee will not be reconsidered for employment.

**Reasonable Cause:** A substance test may be required where there is reasonable cause to suspect that an employee is under the influence of drugs or alcohol while engaged in the performance of his or her job, onsite or in transit. The determination of the existence of reasonable cause will be based on direct observation of specific, contemporaneous physical, behavioral, or performance indicators of probable use or intoxication. Indicators include but are not limited to the employee's speech, behavior, or appearance. Smoke, breath, and body odors also may provide evidence of potential impairment. Physical evidence of drug paraphernalia can be considered to be a substantive indicator. An employee will not be tested under this paragraph unless the employee's conduct or other related circumstances provide a reasonable basis to believe that the employee is intoxicated or impaired while on the job. The supervisor must be able to document specific behavioral or physical signs associated with drug or alcohol use. The supervisor's observation cannot be based on a "hunch" or "gut feeling" or on hearsay that an employee may have used alcohol or drugs. Such observations must be confirmed by a second member of the Company's onsite supervisory or safety staff. All supervisory representatives responsible for making such observations and/or referrals shall be required to attend Department of Transportation (DOT) or equivalent approved training program on the signs and symptoms of drug and alcohol impairments and the requirements for reasonable suspicion testing.



Finally, before an employee is referred for reasonable cause testing, the action must be approved by Senior Management or by a Company Site Safety Officer. All observations and/or referrals made pursuant to this provision must be appropriately documented in writing.

**Post-Accident:** Post-accident drug and alcohol tests are required of any employee who is directly involved in an accident on the job site or in the course of the performance of their job duties that results in a lost time injury or property damage. Employees shall be tested as soon as possible for alcohol but no later than two hours following the incident. Employees shall be tested as soon as possible but by no later than the end of the work day for controlled substances. Operators must immediately report to the Company any accidents occurring at work or involving a Company vehicle, vessel, or equipment; and must not return to work unless and until authorized to return to work by a supervisor. Medical attention to an injured worker is the highest priority and takes precedence over collection of substance abuse testing sample. Failure to submit to a post-accident test or interfering with the testing process can be considered a refusal and subject to disciplinary measures up to and including termination from employment.

**Follow-up Drug Testing:** Except as required by law or applicable collective bargaining agreements, the Company is not required to retain, return to work, or rehire any employee who is in violation of or noncompliance with this Policy or any Company drug and alcohol testing procedures. If an employee enters into an Employee Assistance Program (EAP) for drug-related problems or returns to work after the completion of a drug rehabilitation program, the employee will be required to submit to periodic random drug testing as a follow-up to such program for two (2) years after completion of the program, unless otherwise prohibited by applicable state law.

## 2.2 Drug and Alcohol Testing for All Safety-Sensitive Cashman Employees

All Cashman employees who perform in safety-sensitive positions will be subject to drug and alcohol testing under the following circumstances:

**Random Drug Testing:** Employees who perform safety-sensitive job duties will be subject to unannounced random drug and alcohol testing pursuant to Company and/or project requirements, except where otherwise prohibited by applicable state law or binding labor agreement. Random testing is limited to employees performing safety-sensitive functions in accordance with DOT regulations.

Random testing is unannounced and unpredictable. Random testing can be conducted during any shift on any day on which safety-sensitive functions are performed. The timing and frequency of random drug testing will be determined in accordance with DOT and/or USCG requirements, as applicable. The Company requires that each covered employee who is notified of selection for random drug and alcohol testing report immediately to the testing location. Employees will be provided enough time to stop performing safety-sensitive functions and report to the testing location. No more than two hours should lapse from the time of employee notification to the time that the employee reports to have a specimen collected. Failure to show for a test or interfering with the testing process can be considered a refusal and subject to disciplinary measures up to and including termination from employment.

The random selection of employees for testing will be made by a statistically valid method, such as random number table or a computer-based random number generator. Under the random selection process used, each covered employee will have an equal chance of being tested each time selections are made throughout the calendar year.

The percentage testing rates will be set by the Company but will be no less than the minimum testing percentages required by the USCG or DOT.

**Return to Duty:** Employees who perform safety-sensitive duties and are out of work on a leave of absence or extended vacation for a period of four or more weeks will be required to submit to a drug and alcohol test prior to returning to work. An employee will not be permitted to return to work until the test results are received by the Company, verifying that the employee has tested negatively for drugs and alcohol.

## 2.3 Drugs to be Tested

Drugs to be tested, specimen collection, chain of custody, and threshold and confirmation test levels shall comport with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, and as otherwise required by applicable state law. Presently, the Mandatory Guidelines specify testing for the following drugs: Marijuana Metabolites, Cocaine Metabolites, Opiate Metabolites, Phencyclidine, and Amphetamines. The Company reserves the right to expand the five-panel drug screen and alcohol testing as required by contractual agreement.

### 2.3.1 Drug and Alcohol Threshold Levels

The threshold level for a positive test for each drug is as indicated:

Drug	Screen Cutoff	Confirmation Cutoff
Marijuana Metabolites	50 NG/ML	15 NG/ML
Cocaine Metabolites	150 NG/ML	100 NG/ML
Opiate Metabolites	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Amphetamines	500 NG/ML	250 NG/ML

**Alcohol Threshold:** Anyone testing positive for alcohol in excess of 0.02 but less than 0.04 will be given a written warning and allowed to return to work following a negative test. Anyone testing in excess of 0.04 will be immediately removed from the work location and subject to disciplinary measures including termination from employment.

***This Policy shall be automatically updated to incorporate any regulatory or statutory changes, additions or amendments issued by U.S. Department of Health and Human Services, Department of Transportation (DOT), United States Coast Guard (USCG), or any other federal or state drug testing mandates or substance abuse testing programs. This includes the screen or confirmation threshold cutoffs or adds new drugs or procedures to the list of drugs to be tested and the prescribed test procedures, or amendments to the presumption levels for alcohol impairment.***

## 2.4 Prescriptions and Over-the-Counter Medications

Prescribed and over-the-counter medication is allowed provided that the medication is prescribed by a licensed physician and does not impact the employee's ability to perform his/her job duties in a safe manner. If an employee is on a prescription or over-the-counter drug that could impair his/her ability to safely perform the duties of his/her job, the employee must review the potential effects of prescribed drugs and over-the-counter medications with the treating physician and advise his/her Supervisor of the use of any medicine that may affect his/her ability to safely perform all of the required job duties, in advance of the workday. Such information will be kept confidential and will only be distributed to those within the Company on a need-to-know basis. If it is determined by the Company that an employee's medication could impair his/her ability to perform his/her job duties safely, the Company may require additional information from the employee's physician to certify that the employee can safely perform his/her job duties. Recreational use or abuse of prescription drugs will be treated the same as use of illegal drugs.

## 2.5 Test Procedures

The Point of Collection (POC) samples are to be collected by a NIDA/SAMHSA certified technician, laboratory, or state specific certified laboratory, where applicable. All laboratory testing shall be conducted only by laboratories licensed and certified by the U.S. Department of Health and Human Services and shall be conducted in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs, as amended. Drug testing will be conducted in three phases:

**Phase 1:** Point of Collection (POC) Immunoassay Screen using the RapidTox test or its equivalent. If the POC test is "inconclusive," the specimen shall be split and will be sent by overnight courier to a NIDA/SAMHSA laboratory, or other state specified laboratory for Phase 2 and Phase 3 testing if necessary.

**Phase 2:** Immunoassay screening and specimen integrity testing by the Enzyme Multiplied Immunoassay Technique (EMIT) or equivalent. If the test is unacceptable, the employee or applicant will be requested to provide a fresh specimen. If the Phase 2 screen reads positive, it will be forwarded for Phase 3 confirmation testing.

**Phase 3:** Confirmation testing by Gas Chromatography / Mass Spectrometry (GC/MS). Positive test results will be forwarded to the Medical Review Officer (MRO) to be reviewed with the specimen provider and reported to the Contractor. A medical review officer (MRO) is defined as "a person who is a licensed physician (Doctor of Medicine or Osteopathy) and acts as an impartial party in the drug testing process." The role of an MRO is to certify the integrity of the drug testing process. The MRO is responsible for receiving and reviewing to validate laboratory test results.

## 2.6 Test Results Guidelines and Standards

### 2.6.1 Negative Test Results

An employee with a verified negative drug or alcohol test result will be allowed to return to work immediately and will be paid for the time off, not to exceed 8 straight time hours per workday.

### *2.6.2 Positive Drug and Alcohol Test Results*

An employee who tests positively will either be immediately removed from the project site or barred from reporting or returning to work. Employees who test positive will also be subject to disciplinary action up to and including termination of employment.

### *2.6.3 Inconclusive Test Results*

If the test results are inconclusive, the applicant will not be permitted access to the Project site or other location of employment. The employee is not eligible to return to the project site until the employee provides acceptable documentation that he or she has passed a drug and alcohol test, in accordance with the standards set forth in the Company Substance Abuse Testing Program. The employee is responsible for all costs associated with the subsequent drug and alcohol test.

### *2.6.4 Refusal to Submit to Testing*

An applicant who refuses to submit to Drug and Alcohol testing is considered to be the equivalent of a positive test result and this will carry the same consequences up to and including termination from employment.

## *2.7 Post-Testing Procedures*

Employees who are part of the random selection pool will be allowed to return to work pending the results of the drug and alcohol test.

Employees removed from duty for reasonable cause or post-accident testing will remain off duty until test results are received. If the employee tests negatively, the employee will receive full back pay for the time missed, not to exceed 8 straight time hours per workday.

### *2.7.1 Employee Appeal of Test Results*

Every specimen that produces a positive drug test result will be maintained by the licensed or certified lab that conducted the test for the federal and state required time period after the result of the test was mailed or otherwise delivered to the MRO. If the employee or job applicant challenges the lab test result, the laboratory will retain the sample until the case is settled.

An employee whose drug or alcohol test is reported positive will be offered the opportunity to:

1. Obtain and independently test, at the employee's expense, the remaining portion of the urine specimen that yielded the positive result
2. Obtain the written test result and submit it to an independent medical review at the employee's expense within 72 hours by a NIDA/SAMHSA-certified laboratory, or state-specific certified laboratory

### *2.7.2 Retest Procedures*

In the event of a positive result, there is an automatic confirmation test (GC/MS) performed by the drug-testing laboratory at no cost to the employee or Contractor. In addition, the drug test laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing and follow-up retesting at the request of the employee or by the Company at its expense. The laboratory shall endeavor to notify the employee/applicant and the Company of positive test results within three (3) working days



after receipt of the specimen. The employee or Contractor may request a retest within three (3) working days from notice of a positive test result. Costs of retests will be paid in advance by the requesting party. In the event the initial test is proven to be a false positive, costs for any retests shall be reimbursed.

The POC samples are to be collected by a NIDA/SAMHSA-certified laboratory, or state-specific certified laboratory, where applicable. If the POC test results are inconclusive, the applicant will not be permitted access to the project site or other location of employment until test results have been verified in accordance with the Test Procedures section of this Policy. If the POC test results are proven negative, the employee will be paid straight time hours for the missed work (not to exceed eight (8) straight time hours per work day missed), provided the employee is not referred to or is not engaged in an alternate work assignment while test results are pending. If the applicant tests positive, and after appropriate GC/MS test confirmation where applicable, he or she will not be allowed to return to work and subject to disciplinary measures in accordance with Section 2.6.

## 2.8 Consequences and Disciplinary Measures

Reporting for work or working under the influence of drugs or alcohol, the use by an employee on Company premises or in its vehicles of any drugs, the possession by an employee on Company premises or in its vehicles of any illegal drugs, the misuse or abuse by an employee on Company premises or in its vehicles of alcohol or prescription drugs, or the sale of any such items will result in immediate disciplinary action up to and including termination.

The following conditions constitute grounds for disciplinary measures, including immediate termination from employment:

1. Any employee who tests positive through drug or alcohol testing for an illegal drug or for alcohol
2. The use by an employee on Company premises or in its vehicles of any drugs
3. The possession by an employee on Company premises or in its vehicles of any illegal drugs
4. The misuse or abuse by an employee on Company premises or in its vehicles of alcohol
5. Operating heavy equipment, vessel, and/or vehicle owned or in the custody and control of the Company while under the influence of drugs or alcohol
6. Use of illegal drugs on the job or in a job status, as determined by substance abuse testing
7. Selling, aiding, and abetting the sale or conspiring to sell illegal drugs or prescription drugs on the job or in a job status
8. Conviction for selling, aiding, and abetting the sale or conspiring to sell illegal drugs or prescription drugs off of the job will result in a permanent expulsion and bar from any future employment
9. Possession, use, or system presence of prescription drugs without a valid prescription on the job or in a job status
10. Failure to submit to a drug and alcohol test
11. Falsifying or tampering with documentation, materials, or specimen collection

The application of the disciplinary measures or severity to which these measures are applied will be determined on a case-by-case basis, following the investigation of any alleged use of drugs or alcohol while in the course of employment with the Company.

**Progressive Disciplinary Measures:** Employees removed from duty for reasonable cause or post-accident testing will remain off duty until test results are received. If the employee tests negatively, the employee will receive full back pay for the time missed in accordance with this Policy.

At no time will the disciplinary measures described herein supersede the provision set forth in any statutory rules and regulations or those governed by a binding collective bargaining agreement. In no event shall the application of these rules or the use of illegal drugs or alcohol be construed as a defense to other employment-related discipline.

As a guiding principle, the Company will consider that employees who test positive for illegal drugs or alcohol generally will be suspended and barred from the work location for:

1. 60 days for the first offense
2. 120 days for the second offense
3. Permanently expelled and barred from employment for the third offense

Nothing contained herein, however, shall limit the Company's discretion to determine disciplinary measures and/or termination in its sole and absolute discretion.

**Reconsideration:** Employees prohibited from employment for violation of this Policy will be eligible for rehire if they provide proof that they are drug- and alcohol-free through confirmation of a subsequent drug and alcohol test by a NIDA/SAMHSA-certified laboratory, state-certified laboratory, or an approved EAP or drug rehabilitation program, as applicable. Reconsideration also is contingent upon the employee's agreement to submit to periodic random drug and alcohol testing at the request of the Company for a period of up to two years.

## 2.9 Responsibilities and Support

Employees have the following responsibilities in adhering to the Drug- and Alcohol-Free Workplace Policy:

- To follow all work and safety rules and to follow the Company's standards of conduct
- To seek assistance, whether from or through EAP or any other resource, before a drug or alcohol problem adversely affects work performance
- To consent to submit to drug and alcohol testing as required by the Company, in accordance with the Substance Abuse Testing Program
- To sign appropriate release forms to comply with testing procedures
- To provide the Company with his or her use of prescription medicine that may affect job performance
- To seek a reasonable accommodation if one is needed
- To notify the Company if he or she has been convicted of, pled guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs or operating under the influence; the employee must report the conviction, plea, or sentence to their supervisor or the Human Resource Department within five (5) days of notification

## 2.10 Release Authorization

Employees must execute any documentation necessary to release report of test results to the Company. Failure to execute the appropriate release forms or to comply with testing procedures, (including adulteration of test specimens) will result in immediate termination of employment.

### 2.11 Employee Assistance Plan (EAP)

The Company offers an Employee Assistance Program (EAP), which is a confidential, voluntary, and work-based program that provides assistance to employees who have personal and/or work-related problems. Information is available with the Human Resources Department about those programs and resources available to assist employees who may be experiencing personal challenges and may need help with a drug or alcohol problem. The Human Resources Department has been trained to make referrals and to assist employees with drug or alcohol problems. All inquiries and requests for assistance are confidential. The Company encourages employees to seek professional assistance any time for personal problems, including alcohol or drug dependency, that adversely affect their ability to perform their assigned duties.

## 3.0 Recordkeeping

Detailed, accurate records of all alcohol and drug testing, awareness training, and program procedures must be maintained in compliance with Company requirements as set forth herein.

Results of employee testing, rehabilitation, or other related issues of a sensitive nature must be kept in a confidential file accessible only by restricted personnel as authorized by Company management.

### 3.1 Access to Records

Any applicant or employee who is the subject of an alcohol or controlled substance test will, upon written request, have access to his or her records related to the test. Any requests for information will be accompanied by a signed written release from the individual.

The Company will regularly review with the employees the effective implementation and enforcement of the Program and will require appropriate action by all employees who are not fully committed to and involved in the application of the Program.

### 3.2 Confidentiality

The Company will take all reasonable measures to maintain the confidentiality of an individual's records in accordance with all applicable law. Access to an individual's records regarding alcohol and/or controlled substance testing is generally prohibited except as required under applicable law. Information concerning alcohol and controlled substance testing must be handled on a strict need-to-know basis. Test results must be communicated and handled with the highest level of discretion and in a manner that adheres to all Company policies and procedures and applicable law regarding the rights of the individual. Should an individual consent or put the results of a test "at issue," the Company may release the test results to appropriate parties.

## 4.0 Policy Amendments

### 4.1 Policy Review Procedures

The Company will undertake a comprehensive review of the Policy annually. A review panel consisting of Senior Management, safety professionals, and site employees will assess the relevance and current status of the Policy's components, as well as incorporate updated procedures and requirements that will ensure





Appendix C: Drug and Alcohol Testing

Policies and Procedures

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the Policy meets or exceeds industry requirements. Any Policy changes made as a result of the review will be made available and provided to every employee as an addendum to the company's Employment Policies and Procedures Handbook.



## To All Employees:

**W**e work in several diverse and innovative fields. Our dredging, marine construction, renewable energy, liquid storage, and other businesses are constantly evolving.

We would like to encourage our employees to be innovative to maintain our competitive edge in our existing businesses, and possibly to forge new ones. As an incentive to innovate, we are initiating a program where employees may submit ideas to the Company's Patent Committee for consideration, with the possibility of receiving additional compensation if we can patent those ideas (the "Innovation Policy").

Employees can submit ideas using the attached form. If any of those ideas are patentable inventions, the Company will pay the expenses related to obtaining the patents and will have all ownership rights to the patents. An employee who is the main contributor will be the first-named inventor on the patent application and will receive a one-time payment of anywhere from \$2,500 to \$10,000. Other employees who assisted in the development of the invention and are listed as co-inventors on a patent application will receive a one-time payment between \$1,000 and \$5,000. The determination of the first-named inventor and co-inventors will be made by the Patent Committee following the review of employee submissions and will take into account employee suggestions. The Patent Committee shall initially be comprised of Jay M. Cashman, Dale H. Pyatt, and R. Robert Popeo.

In the event the invention is licensed or sold to a party who is not an affiliate of the Company, the inventor(s) will be entitled to receive 5% of the proceeds, less the expenses of securing and maintaining the patent before that licensing or sale. The exclusive compensation to employees for the use of any invention by Jay Cashman, Inc., Cashman Dredging and Marine Contracting Co., LLC, Patriot Renewables, Preload International, Preload Cryogenics and Preload Middle East; Sterling Equipment, Inc.; and IPC Lydon, LLC, or any affiliates thereof (whether existing now or in the future), shall be the one-time payment described above for a patent, if any.

**FORM A****COMPANY****SUGGESTION SUBMISSION AGREEMENT**

Jay Cashman, Inc. and Affiliates (the "Company")  
 549 South Street  
 Quincy, MA 02169

To Whom It May Concern:

I wish to submit a suggestion for your consideration. My suggestion relates to:

- I have sent to you----- )  
 I hand you herewith----- ) (identify all  
 I am enclosing herewith----- ) materials submitted)  
 I am sending under separate cover----- )

I understand that you are willing to review and evaluate suggestions and ideas made to you by employees of the Company and that the Company has established a uniform policy regarding the submission of such suggestions. In accordance with this policy, and in exchange for your agreement to review and consider my suggestion, I agree to the following conditions:

1. Company will have no obligation to keep my suggestion or idea confidential.
2. Company will have no obligation, legal or otherwise, in connection with its review of my idea or suggestion. Company will have no obligation to refrain from using my suggestion or idea and will have no liability in connection with my suggestion or idea, or use of any portion thereof, except for payment to me in the event a patent application is filed as described in the Company's Innovation Policy.
3. Company may permanently retain all material that is submitted to it in connection with its review of my suggestion or idea.

I agree to these conditions and request that you consider my above-mentioned suggestion or idea.

Very truly yours,

\_\_\_\_\_  
 (Signature)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM B****COMPANY****DISCLOSURE AND RECORD OF INVENTION**

(Page 1 of 3)

Date: \_\_\_\_\_ Idea No: \_\_\_\_\_

1. Name of discloser: \_\_\_\_\_

2. Position of discloser: \_\_\_\_\_

3. Department or plant: \_\_\_\_\_

4. Name of invention: \_\_\_\_\_

5. Inventor(s) Name\*: \_\_\_\_\_

Address: \_\_\_\_\_

6. Date of conception: \_\_\_\_\_

7. Disclosure to others (give names and dates): \_\_\_\_\_

8. First sketch (give date and attach a copy): \_\_\_\_\_

9. First written description (give date and attach a copy): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Date of completion of first device or material: \_\_\_\_\_

*\* Directions - Please list the inventor(s) in the order of contribution, with the first inventor being the employee who contributed the most to the conception of the invention.*

*Special Note – Correct inventorship is important because patents can be invalidated for either improper omission or addition of an inventor. A person must be named as an inventor if he or she contributed to the conception of the invention being claimed. If you are uncertain whether a person qualifies as an inventor, just provide that person's name and address, and note their involvement with the invention so that it may be considered.*



**FORM B**

**COMPANY**

**DISCLOSURE AND RECORD OF INVENTION**

(Page 2 of 3)

11. First test of invention (give date and general result): \_\_\_\_\_

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12. Names of all persons having knowledge of such test: \_\_\_\_\_

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13. First commercial use, if any: \_\_\_\_\_

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14. Drawing, photograph, notebook page, report or order numbers: \_\_\_\_\_

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15. Purpose of invention (include, if known, what has been suggested and used before for the same purpose, either by \_\_\_\_\_ or others): \_\_\_\_\_

Company Name

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**FORM B**

**COMPANY**

**DISCLOSURE AND RECORD OF INVENTION**

(Page 3 of 3)

15. Complete description of invention (include (a) advantages of invention and how it is distinguished from what is old, (b) description of any known or potential commercial applications of the invention in the Company's operations, and (c) description of any known or potential licensing opportunities): \_\_\_\_\_

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Discloser: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Patent Committee Action: \_\_\_\_\_

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Date: \_\_\_\_\_

**FORM C****EMPLOYEE INTELLECTUAL PROPERTY****ASSIGNMENT AND CONFIDENTIAL INFORMATION AGREEMENT**

In consideration of my employment—and my continued employment—and my compensation, and access to the equipment, materials, facilities and other resources of Jay Cashman, Inc. and its affiliates (the “COMPANY”), in addition to Company Confidential Information supplied to me, I (“EMPLOYEE”) understand and agree that:

1. Ownership of Inventions: Each and every idea, concept, discovery, development, improvement, innovation, original work of authorship or invention that is conceived, devised, invented, developed, discovered or suggested by me during the period of time I am employed by COMPANY, whether on the premises of COMPANY or elsewhere (a) which relates directly to the business of COMPANY or to COMPANY’S actual or anticipated research or development, or, whether or not related to the business of the COMPANY (b) which results from any work I perform for COMPANY, or while using, in whole or in part, any equipment, material, facility or resource of the COMPANY, is the sole and exclusive property of COMPANY and I agree to assign and hereby assign my entire right, title and interest in each such idea, concept, invention, improvement, or discovery to COMPANY.

2. Additional Compensation for Patented Inventions: In order to encourage and incentivize innovation, COMPANY agrees that for any invention assigned to COMPANY in accordance with paragraph 1 herein, and for which COMPANY successfully obtains a duly issued United States patent in which COMPANY exclusively owns all right, title and interest, COMPANY agrees to pay EMPLOYEE an amount determined by COMPANY’S sole discretion of not less than \$1,000 and not more than \$10,000. In addition to any such amounts paid to EMPLOYEE, COMPANY agrees that if COMPANY successfully consummates the license or sale, to

a non-affiliated third party, of any COMPANY patent claiming an invention assigned by EMPLOYEE to COMPANY in accordance with paragraph 1 and paragraph 2 of this Agreement, COMPANY shall pay an amount not greater than 5% of the total profit obtained by COMPANY from the non-affiliated third party pursuant to the license or sale to that non-affiliated third party of a COMPANY patent subject to this paragraph. In no event shall COMPANY pay to EMPLOYEE, alone or in the aggregate with any other employee(s) who may have contributed to any patented invention claimed in a U.S. patent subject to this paragraph, any aggregate amounts exceeding 5% of the total profit obtained by COMPANY from the non-affiliated third party pursuant to the license or sale to that non-affiliated third-party of a patent subject to this paragraph. For the avoidance of doubt, more than one employee may be eligible for additional compensation under this provision as a consequence of the successful sale or license of a COMPANY patent; it is hereby understood and agreed that COMPANY, in its sole discretion, shall determine the appropriate allocation of monies among eligible employees of not greater than 5% of the total profit realized by COMPANY from an applicable sale or license of a patent, and EMPLOYEE waives and releases any challenge, claim or objection to COMPANY’S determination.

3. Records of Inventions: I will keep complete and current written records of all inventions,





improvements, or discoveries I make during the period of time I am employed by COMPANY and promptly disclose all such inventions, improvements, or discoveries in writing to Company for the purpose of adequately determining COMPANY'S rights and interests in each such invention, improvement, or discovery.

4. Cooperation with Company: I will assist and fully cooperate with COMPANY during the term of my employment and any time thereafter in obtaining, maintaining, and asserting the fullest measure of legal protection which COMPANY elects to obtain, maintain, or assert for inventions, improvements, or discoveries in which it has a property right. I will also assist and fully cooperate with COMPANY in defending COMPANY against claims of violation of the intellectual property rights of others. I further agree that during the term of my employment and any time thereafter to promptly execute any lawful document COMPANY requests me to execute relating to obtaining, maintaining, or asserting legal protection for any inventions, improvements, or discoveries or in defending against claims of the violation of intellectual property rights of others.

5. Company's Confidential Information: I further agree that I will not, either during or any time after my employment by COMPANY, use or disclose to any third party any confidential information of the COMPANY, including but not limited to such information known to or created by me as a result of my employment with COMPANY, unless authorized in writing by the COMPANY to do so, or where the specific confidential information is now in, or hereafter, (through no breach of this agreement or improper action or circumstance of which I have reason to be aware) becomes general public knowledge.

I understand and expressly acknowledge that all documents and tangible things embodying or containing COMPANY confidential information are COMPANY'S exclusive property. I have access to them solely for performing the duties

of my employment by COMPANY. I will protect the confidentiality of such documents and things and their content and I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of COMPANY confidential information in my possession, custody or control to COMPANY before leaving the employment of COMPANY. I acknowledge I have no right to possess any such COMPANY confidential materials, or any document or thing containing or embodying any COMPANY confidential information, in any form or location whatsoever, after the termination of my employment with the COMPANY.

6. Confidential Information from Previous Employment: I certify that I have not, and will not, disclose or use during my employment by COMPANY, any confidential information which I acquired as a result of any previous employment by or relationship with any other entity, whether under a contractual obligation of confidentiality to such entity or otherwise, before employment by COMPANY.

7. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without reference to conflict of laws principles. The exclusive venue for all disputes under this agreement will be the Courts of the Commonwealth of Massachusetts and the Federal Courts located therein, and the parties expressly consent to the jurisdiction and venue of such Courts for all disputes arising out of or relating to the subject matter of this Agreement. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Neither party may assign its rights or obligations hereunder without the other party's written consent.



**JAY CASHMAN, INC. and affiliates**

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Employee Name, Title (PLEASE PRINT)

\_\_\_\_\_  
Witness Name, Title (PLEASE PRINT)

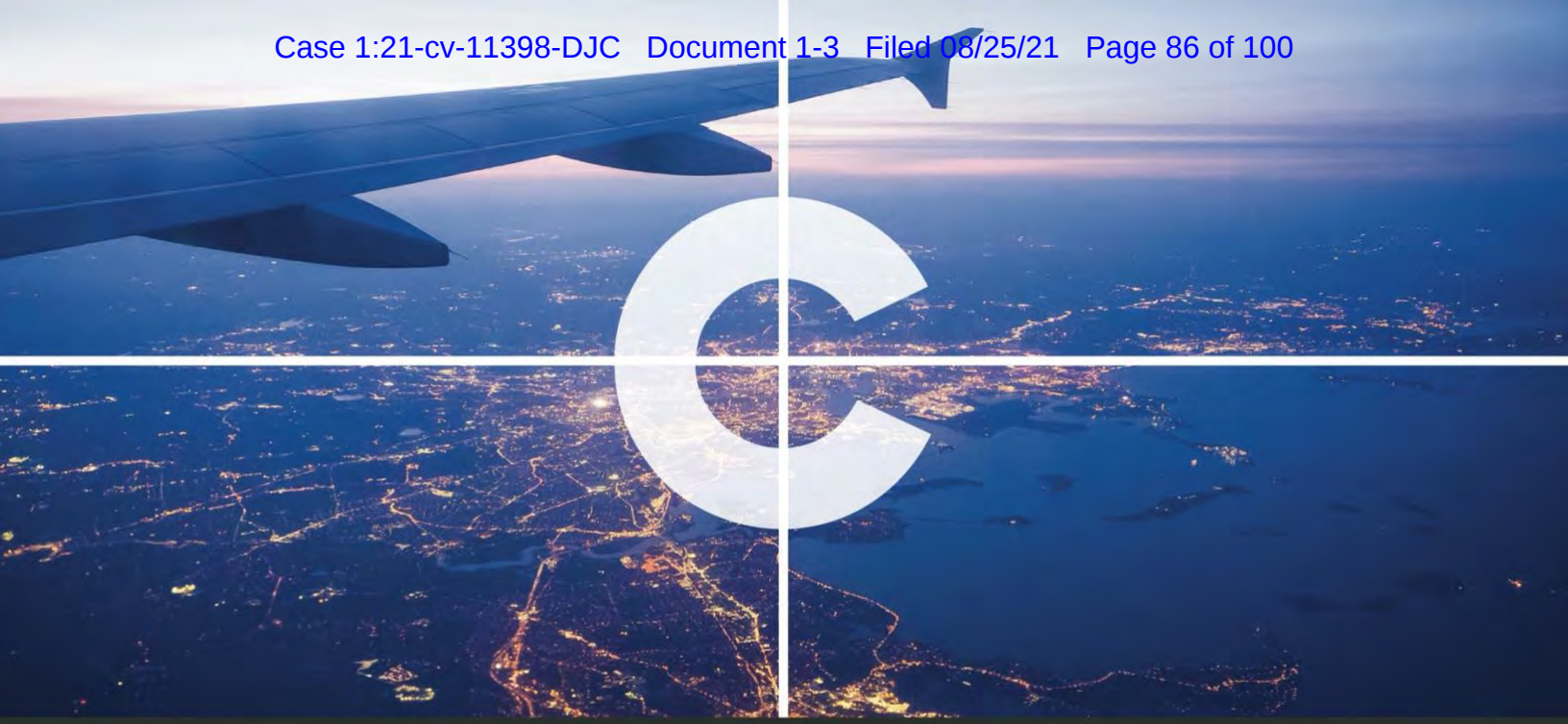
\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date





# CASHMAN

## COMPANY TRAVEL POLICY





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<b>Appendix A:</b>	<b>CTM Employee Online Travel Profile</b>
<b>Appendix B:</b>	<b>Cashman Employee Expense Reimbursement Form</b>





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## 1.0 INTRODUCTION

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The Company Travel Policy applies to all work-related travel including but not limited to Air, rail, vehicle transportation, lodging, and car service. The Company will pay for and reimburse employees for reasonable expenses incurred in connection with approved business travel in accordance with the procedures set forth in this policy.

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## 2.0 CTM CORPORATE TRAVEL PROVIDER (FORMERLY TRAVIZON)

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CTM is the Company's preferred corporate travel partner. They provide efficient full-service travel management solutions for booking and reserving all means of transportation, lodging, and car rental services, with the best price guarantee. All Company travel must be booked exclusively through the CTM Employee portal. Company credit cards will not be authorized for any travel-related expenditures.

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## 3.0 EMPLOYEE CTM TRAVEL PROFILES

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All employees who travel for business purposes are required to set up an Online Travel Profile within the CTM system (Appendix A). The employee's Project or Department Manager is responsible for initiating a request for a new employee travel account with CTM during the hiring and onboarding process. Employee travel profiles must be established for the employee to book any business-related travel.

Employee travel profiles will include personal information, airline frequent flyer, TSA Pre-check, and preferred customer membership information. The employee's company email address will become the CTM Travel ID. Employees should review and update their travel profile information (as needed). This can be done by clicking on "My Travel Profile" from the Travel Home Page.

Please visit <http://www.travizon.net/online/jaycashman/> to access your travel account.

If you have any difficulties with the online registration process, please contact CTM Online Support at [online@travelCTM.com](mailto:online@travelCTM.com) or by calling 877-208-1396. You can also contact Diane Williams for assistance at [dwilliams@jaycashman.com](mailto:dwilliams@jaycashman.com).

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## 4.0 MANAGER RESPONSIBILITY

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Project and Department Managers are required to oversee, manage, and approve all business-related travel arrangements and expenses of employees who are assigned to their project or under their direct supervision. The Manager will review and approve the employee's travel itinerary, estimated cost, and any expenses incurred by the employee resulting from the business trip.

The Project Manager (or designee) is responsible for approving all project-related rotational travel, including any changes to travel itineraries to ensure that all employee travel time coincides with shift changes and each employee's rotational schedule. Project Managers must make every effort to pre-plan for individuals who work rotational schedules, keeping in mind our policy of booking travel at least 14 days in advance of the expected travel date.



It is the Manager's responsibility to review the Travel Policy with their project or department staff and provide them with a clear understanding of the terms and conditions of policy and procedures.

## 5.0 EMPLOYEE'S RESPONSIBILITY

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Employees will book all business-related travel exclusively through the CTM employee portal. Employees are required to discuss travel needs with their manager and obtain approval before any requests for transportation, lodging, and/or car rentals reservations can be initiated.

Employees must make every effort to coordinate travel with their Manager as soon as practical, providing at least 21 days before the expected travel, to ensure reservations can be booked no less than 14 days in advance to avoid the added cost associated with last-minute travel.

Employees who work rotational schedules are expected to have their "time off" travel scheduled for after the completion of their last shift, returning to the project before the start of their first shift. Employees will be required to use accrued vacation time for any time missed from work that results from improper scheduling of time off and/or missed flights.

## 6.0 TRAVEL POLICY EXCEPTIONS

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### 6.1 Out-of-Policy Booking

Any travel that is booked less than 14 days in advance, is flagged as an out-of-policy booking in the CTM system and will require additional approval and an explanation from the employee's Project or Department Manager before the reservation is approved.

An out-of-policy booking requires a reason code to be entered into the online booking system or the reservation will be canceled. Out-of-Policy conditions may exist due to the following situations:

- The lowest logical airfare was not selected
- Airline booking request is less than 14 days prior to departure date
- Lodging or car rental selection exceeds pricing parameters
- A preferred provider with equal or lower cost was not chosen

The Company understands that there will be circumstances and changes to project schedules that create and necessitate an exception to the Travel Policy. It is expected that employees will use reasonable judgment when booking travel. All exceptions that fall outside of the travel guidelines will be noted on the travel itinerary and included on the monthly travel report for all "Out-of-Policy" expenditures. Travel reports are submitted to Senior Management for review on a monthly basis. Any travel expenditures that exceed reasonableness will not be reimbursed by the Company.

### 6.2 Changes or Cancellation of Travel Reservations

In the event an employee's travel plans change, the flight is delayed, canceled or missed, the employee must immediately notify the Project or Department Manager.



## 7.0 TRANSPORTATION MODES AND GUIDELINES

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Travel itineraries must be arranged in the most efficient and cost-effective manner, taking into consideration the most commonly traveled route, consistent with the purpose of the trip, and the request of the employee.

It is expected that employees will utilize the most cost-effective mode of transportation when traveling on Company business. Complimentary hotel or airport shuttles should be used, if available. Employees are encouraged to use Lyft or Uber for their transportation needs. Car rentals require approval by the Project Manager and will be authorized only when it is the most economical or effective method of transportation.

### 7.1 Air Travel

#### 7.1.1 Airlines and Flight Class

As a general rule, the employee is required to book coach class or the most cost-effective airfare, in accordance with Company Travel Guidelines. Airline preference is not permitted unless the cost is at or below the lowest fare offered by CTM.

Airline seat upgrades are not an authorized expense. Employees may elect upgrades directly through the airlines, at their own expense. Company credit cards are not authorized for any business-related travel, including airline seat upgrades.

Frequent flyer benefits can be retained (if applicable) by the employee, however, the Company will not reimburse employees for any membership fees or frequent flyer clubs. Any incidental fees incurred in flight will be at the employee's expense or reimbursed by the Company, if in accordance with Company policies and procedures.

### 7.2 Automobile Travel

#### 7.2.1 Private/Personal Vehicles

Employees may use their personal vehicles for business purposes if it is timesaving, less expensive, and more practical than renting a car, taking a taxi (Lyft/Uber), or using alternative transportation. In order to receive reimbursement for mileage, the employee must complete an expense report specifying the purpose of the trip, start and finish odometer readings, point of origin, destination, and trip dates.

#### 7.2.2 Surface Transportation Used In lieu of Air Travel

The employee may use surface transportation, instead of air travel, for personal reasons, under certain conditions, provided that the employee has obtained approval by the Project or Department Manager. The cost of meals and lodging, parking, mileage, tolls, taxis (Lyft/Uber), and ferries incurred while in transit by surface transportation may be eligible for reimbursement, under certain circumstances. Such costs may not exceed the cost of airfare, plus transportation costs to and from the terminals.





### 7.2.3 Rental Cars

Renting a vehicle is permitted when it is more efficient and cost-effective than other means of commercial transportation, such as using a taxi (Lyft/Uber), or car service. Luxury, premium, and specialty car rentals are not permitted. Employees are expected to refuel rental cars before returning them to avoid excess fuel charges. Rental upgrades or enhancements must be pre-approved or paid directly by the employee. Please contact Diane Williams, [dwilliams@jaycashman.com](mailto:dwilliams@jaycashman.com), with any questions about Company preferred rental agencies.

## 8.0 HOTEL ACCOMMODATIONS

---

All hotel reservations must be booked through the CTM network unless the Company has arranged a corporate rate directly with the hotel. The cost for the room and tax will be paid or reimbursed by the Company. The employee is responsible for providing a personal credit card at the time of check-in to cover any incidental charges for in-room movies, video games, hotel gym, etc. Incidental charges will not be paid or reimbursed by the Company. In the event that a hotel reservation needs to be changed or canceled, the employee must contact the hotel to ensure that the hotel receives notification prior to the time listed on the employee's travel itinerary, per the Hotel's cancellation policy, to prevent "no show" charges.

## 9.0 BUSINESS TRAVEL AND EXPENSE MANAGEMENT

---

The Company will pay for and reimburse employees for reasonable expenses in connection with approved business travel. In the event that expenses are incurred, the employee must submit receipts and a summary of the charges to the Project or Department Manager for approval in accordance with the expense reimbursement guidelines.

Questions concerning any allowance or expense reimbursement should be directed to the employee's Project or Department Manager and/or the Accounting Department.

### 9.1.1 Meals

The Company will reimburse or provide employees with a stipend to cover meals and expenses incurred while traveling on company business up to \$50/day including breakfast, lunch, dinner, and any snacks, drinks, etc. The employee must submit an Expense Reimbursement Form (Appendix B), itemizing each meal, as well as provide the corresponding receipt, in order to be reimbursed for the expense. Any cost incurred, in excess of the *per diem* daily amount, is the responsibility of the employee and will not be reimbursed by the Company. If the employee is receiving subsistence, meals are not to be charged to the Company credit card nor are they eligible for reimbursement.

### 9.1.2 Mileage Expenses and Reimbursement Rate

Business mileage is the travel an employee incurs beyond normal commuting mileage (from home to the office or project location and home again) on a normal workday. The Company will reimburse business-related mileage at the approved Standard Mileage Rate published annually by the IRS. The mileage reimbursement rate includes gas, vehicle maintenance, insurance, and



other personal vehicle-related costs. In the event that an employee's fuel is paid by the Company separately, the cost of fuel will be deducted from the total amount of the mileage reimbursement. The Company will not reimburse the cost of general commuting (travel between lodging or residence and the office, project, or worksite location).

Mileage will be computed between the employee's work location and the destination. Travel between the employee's residence and work location (commuting expense) will not be allowed. Mileage expenses may be allowed between the employee's residence and the destination if company business is required during non-business hours or is associated with a rotational schedule.

#### 9.1.3 Travel Reimbursable Expenses

The following incidental expenses, when directly related to business travel, are reimbursable:

- Tips: 20% (maximum) at restaurants
- Baggage Fees
- Parking: airport economy lots, hotel self-parking, and parking (garages/lots) at place of work
- Tolls
- Currency conversion for international travel

Receipts are required for all reimbursable expenses, except for bag tips.

#### 9.1.4 Travel Non-reimbursable Expenses

The following incidental expenses are not considered to be reimbursable when traveling on Company business:

- Seat Upgrades
- In-Flight Entertainment
- Hotel Room Upgrades
- Laundry Service
- In-Room Movies and Video Games
- Traffic or Parking Tickets

#### 9.1.5 Payment and Documentation of Expenses

Expense Reports for reimbursement of out-of-pocket travel expenses must be submitted via email to [expensereimbursement@jaycashman.com](mailto:expensereimbursement@jaycashman.com) within 30 days after travel. All reimbursable expenses must be substantiated with an itemized receipt. Reimbursements will be made within 7 days via ACH or check. The Company reserves the right to deny any travel-related expenses for which the employee did not obtain prior approval from the Project or Department Manager or is inconsistent with our Corporate Travel Policy.

#### 9.1.6 Subsistence Allowance

The Company may provide a subsistence allowance to employees assigned to a project to cover added living and travel expenses, not covered by the Company while working at a project location away from home. These added expenses include:

- Temporary lodging



- Meals
- Incidental expenditures
- Parking and tolls costs

Subsistence is generally applied to assignments for which an employee is required to travel in excess of 100 miles, each way, from their permanent residential address to the project location. Subsistence is usually a per workday allowance; however, subsistence can be allocated to an employee on a monthly basis.

Employees who receive subsistence are not eligible for reimbursement for travel-related expenses that are covered by the subsistence allowance.

*The Company President and CEO, or his designee, has the sole discretion to determine the subsistence amount, the terms under which subsistence will be applied to any employee, and the unilateral right to amend the terms, conditions, and / or application of the Subsistence Policy without notice.*

## 10.0 CORPORATE CREDIT CARD

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Company credit cards may be issued to individuals on a limited basis for business-related expenses and fuel costs. Employee profiles for approved credit cardholders will be established and maintained by Diane Williams in accordance with the assigned permissions, restrictions, and limits for purchases, as authorized by Dale Pyatt and Andrew Goldberg.

Purchases made with a Company credit card must be made in accordance with our Corporate Purchasing Policy. Company issued credit cards are not authorized for any travel-related airlines, railways, lodging, or car rental expenditures.

Employees who have been issued a Company credit card are required to reconcile credit card charges and provide the corresponding receipt for each transaction on a weekly basis utilizing the Comdata Expense Track Program. A receipt is mandatory for all expenditures exceeding \$50.00. In the event a receipt is lost, a "Missing Receipt Affidavit Form" must be completed and submitted.

### 10.1.1 Fuel Charges

Employees authorized to purchase fuel using the Company credit card are required to provide an accurate vehicle odometer reading at the time of fuel purchase along with an employee ID number. The purchase of fuel is restricted to the purchase of unleaded fuel and not to be used for the purchase of "supreme" fuel. Any fuel cost associated with personal use must be paid by the employee.

Company credit cards are to be used for Company purchases only. Use of the Company credit card for personal purchases is strictly prohibited. The employee will be responsible for reimbursing the Company for all expenses, including fuel costs, that are covered by weekly subsistence, non-business related, or inconsistent with Company policies and procedures.



Unauthorized, inappropriate use or non-compliance with the Company's Credit Card Policy may result in the suspension or revocation of the Company credit card and disciplinary action up to and including termination of employment.

*Please contact Diane Williams for more information about the Company's Corporate Purchasing and Credit Card Policies: [dwilliams@jaycashman.com](mailto:dwilliams@jaycashman.com).*



## Appendix A: CTM Employee Online Travel Profile

### Creating a new Concur Travel profile

From your web browser enter: <http://www.travizon.net/online/JAYCASHMAN>

The screenshot shows the CASHMAN corporate travel management login page. On the left, there is a login form with fields for Email Address and Password, a Login button, a Remember Me checkbox, and a Lost Password link. On the right, there is a welcome message and a section for New Users with a Create Profile button.

### Registration Page

The screenshot shows the Concur Registration page. It includes a welcome message, instructions for registration, and a form with the following sections:

- Account Information:** Concur Login \*
- Contact Information:**
  - Your Name and Airport Security:** Please make certain that the first, middle, and last names shown below are identical to those on the photo identification that you will be presenting at the airport. Due to increased airport security, you may be turned away at the gate if the name on your identification does not match the name on your ticket.
  - First Name \*
  - Middle Name
  - Last Name \*
  - Work Email Address \*
  - Work Phone \*
  - Home Phone
- Home Address:**
  - no p.o. boxes please
  - Street Address 1:
  - Street Address 2:
  - City
  - Country: United States of America
  - State/Province/Region: None Selected
  - Postal Code
- Configuration Settings:**
  - Time Zone \*: (UTC-05:00) Eastern Time (US & Canada)
  - Date Format \*: M/D/Y

Buttons: Submit, Reset

\* marked fields are mandatory

Click save to submit your registration for approval. Once your request has been approved, you will receive an email with your login instructions.

**Please Note:** You must login and accept the Privacy Agreement, in order to activate your travel profile.

Remember before arranging travel, click on **My Travel Profile** from the Concur Travel Home page to review and/or update your information.

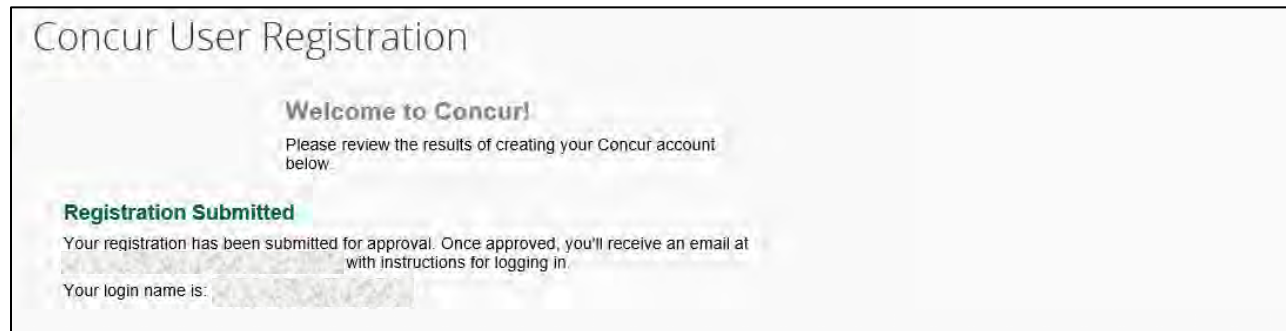
If you have any difficulties registering, please email [Online Technical Support](#) or by calling **877-208-1396** for assistance.



## Appendix A: CTM Employee Online Travel Profile

### Account Creation

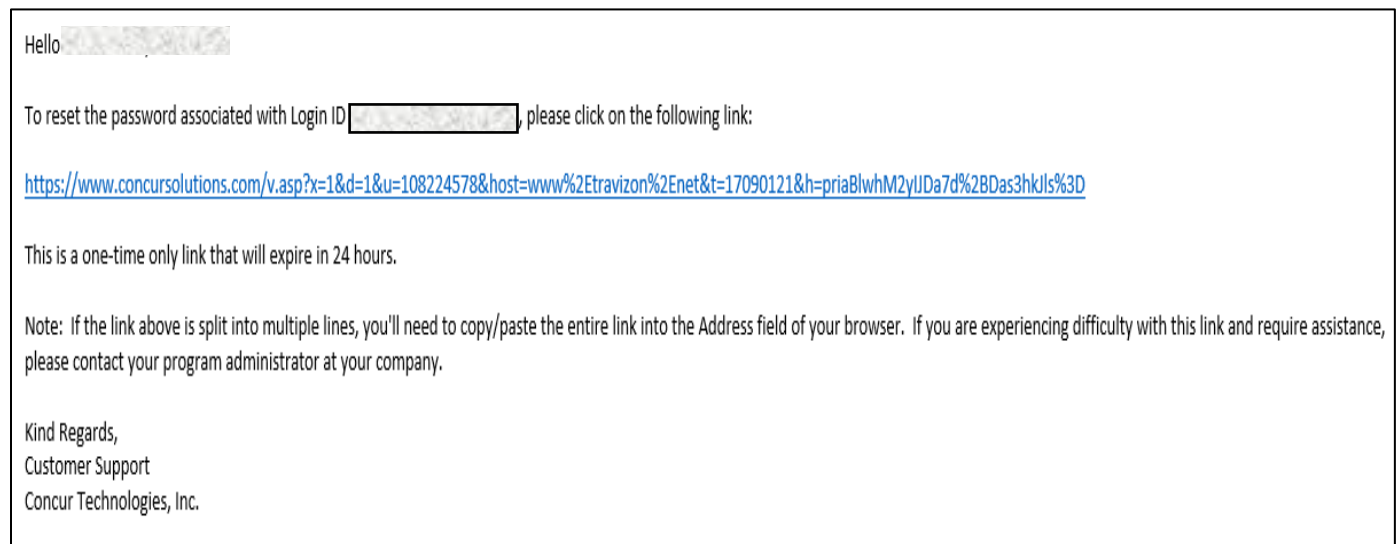
After submitting the profile, you will receive confirmation that your registration has been submitted for approval.



Once approved you will receive an email advising that your profile is complete, it will also include login instructions and a link to set your password. Please login to your account via the provided link, using the login name you created during registration.

Select a password that will be used for future access. (8-character minimum)

**NOTE: PASSWORDS ARE CASE SENSITIVE**





## Appendix A: CTM Employee Online Travel Profile

Read the Privacy Agreement and click "I Agree" where shown.

**CONCUR**

### Privacy Agreement

Concur Technologies, Inc. Privacy Policy

**NOTICE OF CHANGES:** Concur has made changes to its privacy policy in an effort to better describe how it collects, uses, and shares its information. Please contact us by emailing [privacy.request@concur.com](mailto:privacy.request@concur.com) with any questions or concerns about these changes.

Last Updated: August 8, 2014

This Privacy Policy (Policy) summarizes the various ways that Concur Technologies, Inc. and its subsidiaries, and other affiliated and related companies ("Concur" or "we" or us) use the information you provide to us or we gather from you while you access or use the Web sites of Concur, including [concur.com](http://concur.com) (collectively, "Sites") our mobile applications (App), and our related sites and online services (collectively, the (Services) (however accessed and/or used, whether via personal computers, mobile devices or otherwise "Device"). It is our goal to provide you with information that is tailored to your individual needs and, at the same time, protect respect your privacy. The United States Department of Commerce and the European Commission have agreed on a set of data protection principles and frequently asked questions to enable United States companies to satisfy the requirement under EU law that adequate protection be given to personal information transferred from the EEA to the United States (the "U.S.-EU Safe Harbor"). The United States Department of Commerce and the Federal Data Protection and Information Commissioner

**CONCUR**

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Follow the steps to create your password and click on Submit.

### Change Password

**Warning:** Your password has expired. Please change your password.

A password must be at least 7 characters. It can contain numbers (0-9), upper and lower case characters (A-Z, a-z), and symbols (such as ^%\*#@#). It cannot contain spaces. **All fields are required.**

**Note: Passwords are case sensitive.**

New Password  Re-enter New Password

Password Hint (we will email this to you if you forget your password)

Successful creation of your password will take you to the home page of your company's main site.

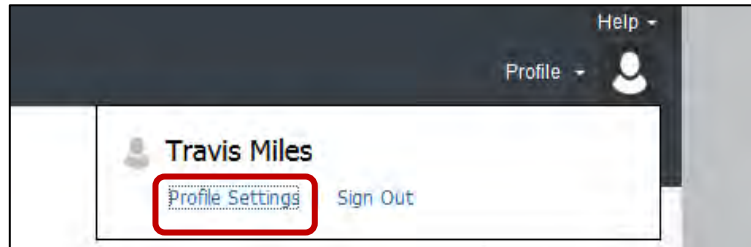
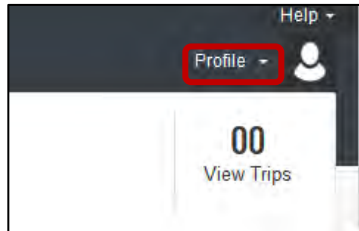




## Appendix A: CTM Employee Online Travel Profile

### Updating your Concur Travel Profile

Click on either the Profile tab and select Personal Information, or click on the Profile link.



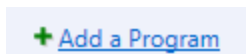
Proceed to add your personal information to your online profile.

Fill in all applicable fields. Your profile will not save without the required information. Required information is labeled as such (see screenshot below).

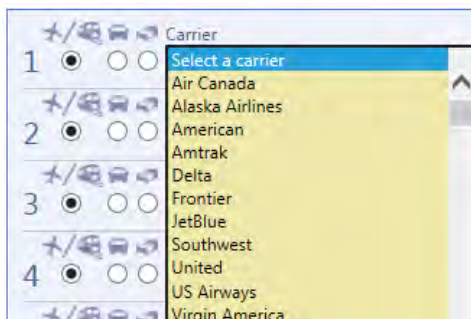
Gender <b>[Required]</b>	Date of Birth (mm/dd/yyyy) <b>[Required]</b>
<input type="radio"/> Male <input type="radio"/> Female	<input type="text"/>

Any of the SAVE buttons can be used to save your profile information. It is not necessary to save after each profile section, but you must SAVE when you have finished.

To enter your Frequent Traveler membership numbers for air, car, and hotel, click



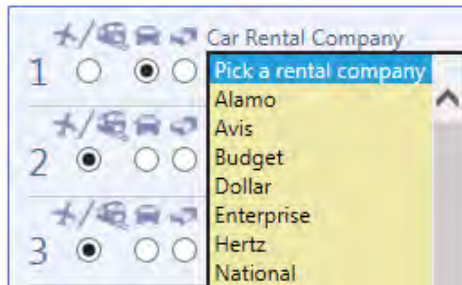
When the radio button for Carrier is selected, the drop-down menu will only contain airlines and train vendors.



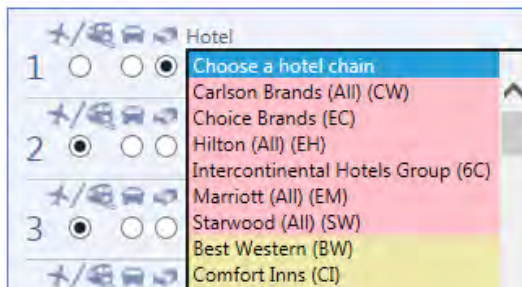


## Appendix A: CTM Employee Online Travel Profile

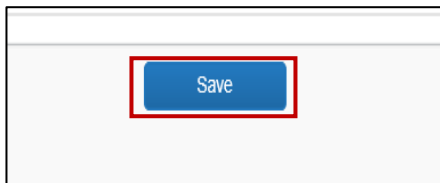
Select the Car Rental Company radio button to enter car membership numbers. When the radio button for Car Rental Company is selected, the drop-down menu will only contain car rental companies



Select the Hotel radio button to enter hotel membership numbers. When the radio button for Hotel is selected, the drop-down menu will only contain hotel properties.



**IMPORTANT!** You MUST click 'SAVE' to indicate that you have reviewed and updated your profile information.



## Agency Contact Information

For additional information or assistance completing the Concur Travel profile, please contact CTM's Online Technical Support Desk at 1-877-208-1396 or email at [online@travelctm.com](mailto:online@travelctm.com)



<b>Name:</b>		<b>Date:</b>		<b>Location:</b>		<b>Dept/Project #:</b>	
<b>Purpose of Expenditure:</b>						<b>Coding:</b>	
1	Date						Week Ending:
2	Cities Visited						
3	Mileage						Total:
4	Personal Auto: YES or NO						
5	Parking and Tolls						Total:
6	Railroad, Air, Bus Fare						Total:
7	Auto Rental (Boat Ramp Fee)						Total:
8	Hotel Lodging (Housing)						Total:
9	Personal Meals						Total:
10	Telephone or Telegraph						Total:
11	Business Conferences						Total:
12	Equipment						Total:
13	Fuel						Total:
						<b>Total Expenses Reported:</b>	<b>Total Expenses Paid by Employee</b>
<b>Employee Signature</b>			<b>Date:</b>		<b>Approval:</b>		